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

_____
SIMON L. BERNSTEIN

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

_____ residing at _____
[Witness Signature] [Witness Address]

_____
[Witness Address]

_____ residing at _____
[Witness Signature] [Witness Address]

_____
[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.

_____

SIMON L. BERNSTEIN, Testator

We, _____ and _____, 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.

_____

Witness

_____

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, _____, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and _____, 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 _____ day of _____, 2012.

_____

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____

Print, type or stamp name of Notary Public

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this _____ day of _____, 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, (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, and (d) 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, 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

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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, WILLIAM E. STANSBURY 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 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.

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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 ____ day of _____, 2012:

_____	_____
Print Name:_____	Print Name:_____
Address:_____	Address:_____
_____	_____
_____	_____

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

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

_____
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 _____

Kimberly Moran

From: Robert Spallina
Sent: Thursday, May 10, 2012 3:01 PM
To: Kimberly Moran
Subject: FW: Bernstein Terminations - Update

TO assist Diana with

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, May 01, 2012 4:24 PM
To: Simon Bernstein; Robert Spallina; 'Diana Banks'
Cc: Worth, Hunt; Sigalos, Janet
Subject: Bernstein Terminations - Update

As we have not spoken in a while, I wanted to update you on our progress with these accounts.

At your earliest convenience, please forward the 2011 K-1s for LIC Holdings. Fiduciary tax returns for all 10 accounts are on extension.

This is the status on each of the accounts:

- Trust fbo Molly Simon – We have received the executed Refunding, Release and Receipt document signed by the family member. We have not received a Removal and Appointment Document. JPMorgan has not signed off on the documentation. Molly's 50% distribution at age 21 is pending one final request.
- Trusts FBO Joshua Bernstein, Jacob Bernstein, Daniel Bernstein and Eric Bernstein - We have received the executed Refunding, Release and Receipt document signed by the family member as well as the Removal and Appointment Document. JPMorgan has not signed off on the documentation.
- Trusts FBO Alexandra Bernstein, Michael Bernstein, Carly Friedstein, Max Friedstein and Julia Iantoni – No documentation received.

We are looking to complete our administration in an orderly and appropriate fashion. I am requesting your assistance in obtaining the appropriate documentation and forwarding it to us so that we can release the assets. I look forward to hearing from 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

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

S. Benson 5/2/12

- Change Direction Plan to the QC → "Nurture"
- Case-cast post Union Station Walk
- Run w/ the Chairman ASAP
- Date - Investor Follow-up
- TED: Si Working on Buy-out Doc for TED

Brandchuden TLC

- Re Objections Sent To Final Division Of The QC.

PREPARE AFFIDAVIT OF SERVICE'S ERROR

RE: BRANDCHUDEN

SE/MLS

Si Retention

2/1/12

SIPC - Accounts - $500K
CIC Accounts - 100K
1.5M 600K

Loans	Si's Assets	Value	Asset Tag
1.2M JDM	- CLLP -	1.15	.8M
.5M WF	- IRA -	.75	.25M
			1.55M

Station Assets

Station's	Trust	IAP	FMV
- Chino	-	1.0M	2.0M
- Perris	-	1.0M	3.0M
- 1/2 CLLP	-	1.15M	.8
			5.8M

CIC

- Teo 45
- SI 33 — ∅ Value (Tom)
- GC 12
- Dave 10

100 SHS

Deliver To Estate
To Teo Post Ex
Keep Estate
Don't

Investments

Debra Brown 1.6M

1.25M → 250K $100 ; Pam Cmte
Mutuals → 0-2 yrs $250K
2-4 yrs $100K

TS004063

Alexa Collevechio

From: Alexa Collevechio
Sent: Monday, July 29, 2013 3:21 PM
To: 'mrmlaw1@gmail.com'
Cc: Robert Spallina
Subject: Bernstein (Schiller vs. LIC Summons)
Attachments: Marvin Schiller vs. LIC Summons (Bernstein) Part 1.pdf; Marvin Schiller vs. LIC Summons (Bernstein) Part 2.pdf; Marvin Schiller vs. LIC Summons (Bernstein) Part 3.pdf

Myra,

Hopefully this helps! The summons is attached in three different parts. You may see that some pages are more legible than others but that is how it was sent to us.

If the attachments fail to open or you have any questions, please do not hesitate to office.

Best Regards,

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
OF FLORIDA IN AND FOR PALM BEACH COUNTY

CASE NO.: 502013CA007442XXXXMB

MARVIN SCHILLER,

Plaintiff,
vs.

LIFE INSURANCE CONCEPTS, a Florida corporation, ESTATE OF SIMON BERNSTEIN, individually, THEODORE BERNSTEIN, individually, ARBITRAGE INTERNATIONAL MANAGEMENT LLC, a Florida corporation, CAMBRIDGE FINANCING COMPANY, a Florida corporation, LIC HOLDINGS INC., a Florida corporation, LIFE INSURANCE CONNECTION, a Florida corporation, LIFE INSURANCE INNOVATIONS INC., a Florida corporation, ALLIED ASSOCIATES INC., a Florida corporation, THE LINCOLN NATIONAL LIFE INS. CO, an Indiana corporation,

Defendants.
_____/

FILED
2013 JUN 24 AM 11:51
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL

400 pm
6-26-13

SUMMONS

THE STATE OF FLORIDA:

To All and Singular the Sheriffs/Process Servers of said State:

YOU ARE COMMANDED to serve this Summons, a copy of the Complaint in this action on the Defendant,

By serving: LIFE INSURANCE CONCEPTS
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

Each Defendant is required to serve written defenses to the Complaint on:

GEOFF S. STAHL, ESQ.
emailservice@liggiolaw.com
LIGGIO, BENRUBI
The Barristers Building, Suite 3B
1615 Forum Place
West Palm Beach, FL 33401

within 20 days after service of this Summons on that Defendant, exclusive of the day of service and, and FORTY-FIVE (45) DAYS TO RESPOND TO THE REQUEST TO PRODUCE and to file the original of the defenses with the Clerk of this Court, Pal. Beach County Courthouse, 205 N. Dixie Highway, West Palm Beach, FL 33401, either before service on Plaintiff's attorneys or immediately thereafter. If a Defendant fails to do so, a Default will be entered against that Defendant for the relief demanded in the Complaint.

JUN 24 2013

WITNESS my hand and the Seal of said Court, this ___ day of June, 2013.

SHARON R. BOCK
Clerk & Comptroller

CLERK OF THE CIRCUIT COURT

By: _____
As Deputy Clerk

Christina M. Beahan

SHARON R. BOCK
Clerk & Comptroller
P.O. Box 4667
West Palm Beach, Florida
33402-4667

TS004066

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
OF FLORIDA IN AND FOR PALM BEACH COUNTY

CASE NO.:

MARVIN SCHILLER,

Plaintiff,

vs.

50 2013 CA 007442 XXXX MB

LIFE INSURANCE CONCEPTS, a Florida corporation, ESTATE OF SIMON BERNSTEIN, individually, THEODORE BERNSTEIN, individually, ARBITRAGE INTERNATIONAL MANAGEMENT LLC, a Florida corporation, CAMBRIDGE FINANCING COMPANY, a Florida corporation, LIC HOLDINGS INC., a Florida corporation, LIFE INSURANCE CONNECTION, a Florida corporation, LIFE INSURANCE INNOVATIONS INC., a Florida corporation, ALLIED ASSOCIATES INC., a Florida corporation, THE LINCOLN NATIONAL LIFE INS. CO, an Indiana corporation,

Defendants.
_____/

COPY
RECEIVED FOR FILING
MAY 06 2013
SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT

The Plaintiff, MARVIN SCHILLER ("SCHILLER"), individually hereby sues the Defendants, LIFE INSURANCE CONCEPTS ("LIC"), a Florida corporation, ESTATE OF SIMON BERNSTEIN ("BERNSTEIN ESTATE"), individually, THEODORE BERNSTEIN ("T. BERNSTEIN"), individually, ARBITRAGE INTERNATIONAL MANAGEMENT LLC, ("INT. MGT."), a Florida corporation, CAMBRIDGE FINANCING COMPANY ("CAMBRIDGE"), a Florida corporation, LIC HOLDINGS INC. ("HOLDINGS"), a Florida corporation, LIFE INSURANCE CONNECTION ("CONNECTION"), a Florida

corporation, LIFE INSURANCE INNOVATIONS INC. ("INNOVATIONS"), a Florida corporation, ALLIED ASSOCIATES INC. ("ALLIED"), a Florida corporation and THE LINCOLN NATIONAL LIFE INS. CO, an Indiana corporation ("LINCOLN") and all facts being extant and material hereto allege:

1. This is an action for damages in excess of Fifteen Thousand Dollars ($15,000.00).

2. The Plaintiff, MARVIN SCHILLER, is a resident of Palm Beach County, Florida and is in all respects sui juris.

3 The Defendant, LIFE INSURANCE CONCEPTS (or LIC), is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. LIC is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of LIC, thus. their individual acts are bound to LIC.

4. The Defendant, BERNSTEIN ESTATE (or Simon Bernstein), individually, was a resident of Palm Beach County, whose business address was located in Palm Beach County. BERNSTEIN ESTATE was a licensed and/or appointed agent, officer and/or Director of the Defendants, 1) LIC; 2) INT. MGT.; 3) CAMBRIDGE; 4) HOLDINGS; 5) CONNECTION; 6) INNOVATIONS; 7) ALLIED; and, 8) LINCOLN. At all times material hereto, BERNSTEIN ESTATE acted pursuant to such licenses, directorship and/or officer capacity.

5. The Defendant, T. BERNSTEIN, individually, is a resident of Palm Beach County, whose business address is located in Palm Beach County. T. BERNSTEIN is a

licensed and/or appointed agent, officer and/or Director of the Defendants, 1) LIC; 2) INT. MGT.; 3) CAMBRIDGE; 4) HOLDINGS; 5) CONNECTION; 6) INNOVATIONS; 7) ALLIED; and, 8) LINCOLN. At all times material hereto, T. BERNSTEIN acted pursuant to such licenses, directorship and/or officer capacity.

6. The Defendant, INT. MGT is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. INT. MGT is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of INT. MGT, thus, their individual acts are bound to INT. MGT. Further, INT. MGT. is in all respects sui juris, and INT. MGT has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T. BERNSTEIN acted pursuant to such license.

7. The Defendant, CAMBRIDGE is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. CAMBRIDGE is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of CAMBRIDGE, thus, their individual acts are bound to CAMBRIDGE. CAMBRIDGE is in all respects sui juris. Further, CAMBRIDGE has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T.

BERNSTEIN acted pursuant to such license.

8. The Defendant, HOLDINGS is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. HOLDINGS is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of HOLDINGS, thus, their individual acts are bound to HOLDINGS. HOLDINGS is in all respects sui juris. Further, HOLDINGS has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T. BERNSTEIN acted pursuant to such license.

9. The Defendant, CONNECTION is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. CONNECTION is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of CONNECTION, thus, their individual acts are bound to CONNECTION. CONNECTION is in all respects sui juris. Further, CONNECTION has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T. BERNSTEIN acted pursuant to such license.

10. The Defendant, INNOVATIONS is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. INNOVATIONS is a

closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of INNOVATIONS, thus, their individual acts are bound to INNOVATIONS. INNOVATION is in all respects sui juris. Further, INNOVATIONS has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T. BERNSTEIN acted pursuant to such license.

11. The Defendant, ALLIED is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. ALLIED is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of ALLIED, thus, their individual acts are bound to ALLIED. ALLIED is in all respects sui juris. Further, ALLIED has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T. BERNSTEIN acted pursuant to such license.

12. The Defendant, LINCOLN is an Indiana corporation, authorized to do business and is doing business in the State of Florida and Palm Beach County, Florida. LINCOLN has licensed and/or appointed agents to represent it in Florida and has informed the Florida Office of Insurance regulation that it is bound by their acts. Among others, BERNSTEIN ESTATE and T. BERNSTEIN were licensed and/or appointed

agents of Defendant, LINCOLN, and at all times material hereto acted pursuant to such licenses. Likewise, all named Defendants herein were associated with and/or were appointed agencies of LINCOLN and acted pursuant to such associations/ appointments.

13. In or about 2008, the Defendant BERNSTEIN ESTATE, individually, and in his capacity as a licensed and/or appointed agent of the Defendant, LIC, and/or the other Defendants named herein, approached MARVIN SCHILLER to urge him to buy a life insurance policy (the "Policy") even though SCHILLER had no interest or need to buy additional life insurance. The Policy is attached hereto as Exhibit "A".

14. As part of BERNSTEIN ESTATE'S urging, SCHILLER was advised that, as an exit strategy, the Policy could always be sold in the life settlement market should SCHILLER desire.

15. On or about March 26, 2008, Defendant, T. BERNSTEIN, prepared and delivered to SCHILLER "A LIFE INSURANCE ILLUSTRATION" in an effort to assist BERNSTEIN ESTATE'S push to sell SCHILLER the Policy and to further convince SCHILLER to purchase the subject Policy. (Exhibit "B")

16. At this time, T. BERNSTEIN was acting in his capacity as an agent, officer and/or director of either or all of Defendants: 1) LIC; 2) INT. MGT.; 3) CAMBRIDGE; 4) HOLDINGS; 5) CONNECTION; 6) INNOVATIONS; 7) ALLIED; and/or, 8) LINCOLN.

17. As part of the sale of the Policy, BERNSTEIN ESTATE and/or T. BERNSTEIN, acting within their capacity as agent, officer, and/or director of any/all Defendants named herein, convinced SCHILLER to use premium financing, despite knowing that SCHILLER did not need that option.

18. Additionally, BERNSTEIN ESTATE and T. BERNSTEIN failed to disclose and properly advise SCHILLER about the terms and costs of the Policy.

19. Moreover, the Policy was so poorly designed that it was not going to perform well under any circumstance, and the Policy clearly benefited BERNSTEIN ESTATE, T. BERNSTEIN, LIC as well as all other named Defendants herein.

20. Further, the application for the Policy shows that BERNSTEIN ESTATE and/or T. BERNSTEIN materially misrepresented their discussions with SCHILLER regarding the possibility of selling the Policy in the life settlement market; to wit, the application is marked "No" regarding the question of whether the policyholder had been involved in any talks about the "possible sale or assignment" of the Policy. (Exhibit "B")

21. In or about May, 2011, SCHILLER sought to surrender the Policy due to his belief that the Policy was not performing and could not be sold in the life settlement market.

22. Upon learning of SCHILLER'S desire to surrender the Policy, BERNSTEIN ESTATE and/or T. BERNSTEIN, acting as agents for the other named Defendants herein, advised and convinced SCHILLER to reduce the policy from TEN MILLION and 0/100 DOLLARS ($10,000,000.00) to FIVE MILLION and 0/100 DOLLARS ($5,000,000.00). (Exhibit "C")

23. This reduction of the Policy triggered substantial partial surrender charges and mortality charges and also forfeited SCHILLER'S guaranteed death benefit (the most valuable feature of the Policy), which was associated with the $10,000,000.00 Policy.

24. Importantly, neither BERNSTEIN ESTATE nor T. BERNSTEIN advised

SCHILLER that the reduction would void the guaranteed death benefit associated to his $10,000,000.00 Policy or would irreparably harm the Policy by causing an immediate loss and permanent loss.

25. As a result of SCHILLER'S initial purchase of the $10,000,000.00 Policy and then reduction to the $5,000,000.00 Policy, BERNSTEIN ESTATE and/or T. BERNSTEIN made substantial commissions by way of their relationship/ capacity/licenses with Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and/or, LINCOLN.

26. The Plaintiff, MARVIN SCHILLER, individually, has been forced to retain the services of the undersigned counsel in order to prosecute this action and is obligated to pay reasonable attorneys' fees on a contingency fee basis.

COUNT I

NEGLIGENT MISREPRESENTATION AGAINST 1) BERNSTEIN ESTATE; 2) T. BERNSTEIN; 3) LIC; 4) INT. MGT.; 5) CAMBRIDGE; 6) HOLDINGS; 7) CONNECTION; 8) INNOVATIONS; 9) ALLIED; and, 10) LINCOLN

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

27. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, had a duty to disclose and investigate whether the $10,000,000.00 life insurance policy would benefit SCHILLER. Moreover, Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their

capacity as licensed and/or appointed agents of the Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN had a duty to disclose to Plaintiff that the $10,000,000.00 Policy would never yield a positive Internal Rate of Return ("IRR").

28. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and. LINCOLN, knew or should have known that their misrepresentations were not true and would be relied upon by the Plaintiff, MARVIN SCHILLER.

29. The Plaintiff, MARVIN SCHILLER, justifiably relied upon the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, representations because they held themselves out as competent and qualified insurance agents.

30. As a direct and proximate result of such negligence of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, the Plaintiff, MARVIN SCHILLER suffered actual damages and reasonably foreseeable consequential and incident damages including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $495,400.00 in premium payments;
c. Loss of $37,323.00 for Administration Charges; and
d. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants. BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants. LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT II

NEGLIGENT MISREPRESENTATION AGAINST 1) BERNSTEIN ESTATE; 2) T. BERNSTEIN; 3) LIC; 4) INT. MGT.; 5) CAMBRIDGE; 6) HOLDINGS; 7) CONNECTION; 8) INNOVATIONS; 9) ALLIED; and, 10) LINCOLN

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

31. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, had a duty to disclose and investigate whether the $5,000,000.00 life insurance policy would benefit SCHILLER. Moreover, Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their capacity as licensed and/or appointed agents of the Defendants, LIC; INT. MGT.;

CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN had a duty to disclose to Plaintiff that the $5,000,000.00 Policy would never yield a positive IRR, would void the guaranteed death benefit associated to his $10,000,000.00 Policy and would irreparably harm the Policy by causing an immediate loss and permanent loss.

32. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, knew or should have known that their misrepresentations were not true and would be relied upon by the Plaintiff, MARVIN SCHILLER.

33. The Plaintiff, MARVIN SCHILLER, justifiably relied upon the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, representations because they held himself out as competent and qualified insurance agents.

34. As a direct and proximate result of such negligence of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, the Plaintiff, MARVIN SCHILLER suffered actual damages and reasonably foreseeable consequential and incident damages including, but not limited

to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $468,500.00 in premium payments;
c. Loss of $275,000.00 for mortality charges;
d. Loss of $193,500.00 for partial surrender charges; and,
e. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT III

NEGLIGENT FAILURE TO PROCURE AGAINST 1) BERNSTEIN ESTATE; 2) T. BERNSTEIN; 3) LIC; 4) INT. MGT.; 5) CAMBRIDGE; 6) HOLDINGS; 7) CONNECTION; 8) INNOVATIONS; 9) ALLIED; and, 10) LINCOLN

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

35. The Plaintiff, MARVIN SCHILLER, consulted with the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, when they told SCHILLER about the $10,000,000.00 Policy that would yield him a profit at death or in the life settlement market.

36. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, held themselves out as qualified insurance agents, and the Plaintiff, MARVIN SCHILLER, believed that the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, were qualified insurance agents and relied upon their advice.

37. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, had a duty to the Plaintiff, MARVIN SCHILLER, to exercise reasonable skill, care, and diligence in advising him of his life insurance needs, and further to truthfully and accurately advise if indeed there was any favorable benefit to be gained as a result of such purchase.

38. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, were negligent and breached such duty by actions or omissions including but not limited to:

a. Failing to investigate whether the $10,000,000.00 life Insurance policy purchased through LINCOLN would indeed yield a positive IRR;

b. Failing to inform and/or fully educate the Plaintiff that he may not be able to yield a profit by selling the $10,000,000.00 Policy in the life settlement market;

c. Failing to notify the Plaintiff promptly after they discovered that the $10,000,000.00 Policy was inadequate;

d Failing to explain the LINCOLN policy terms including the fees and/or commissions attached to the premium financing piece of the policy;

e. Failing to know whether alternative investment vehicles and or insurance product were available that provided protections desired by the Plaintiff; and,

f. Failing to correctly represent the terms and scope of the LINCOLN Insurance Policy and Endorsements

39. The Plaintiff, MARVIN SCHILLER, did not and could not discover such negligence on the part of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, until 2011, when he attempted to surrender the Policy.

40. As a direct and proximate result of such negligence of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, the Plaintiff, MARVIN SCHILLER, suffered actual damages and reasonably foreseeable consequential and incidental damages including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $495,400.00 in premium payments;
c. Loss of $37,323.00 for Administration Charges; and
d. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT IV

NEGLIGENT FAILURE TO PROCURE AGAINST 1) BERNSTEIN ESTATE; 2) T. BERNSTEIN; 3) LIC; 4) INT. MGT.; 5) CAMBRIDGE; 6) HOLDINGS; 7) CONNECTION; 8) INNOVATIONS; 9) ALLIED; and, 10) LINCOLN

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

41. The Plaintiff, MARVIN SCHILLER, consulted with the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, when they told SCHILLER about the $5,000,000.00 Policy that would yield him a profit at death or in the life settlement market.

42. The Defendants, The Defendants, BERNSTEIN ESTATE and T.

BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, held themselves out as qualified insurance agents, and the Plaintiff, MARVIN SCHILLER, believed that the Defendants, The Defendants. BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, were qualified insurance agents and relied upon their advice.

43. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, had a duty to the Plaintiff, MARVIN SCHILLER, to exercise reasonable skill, care, and diligence in advising him of his life insurance needs, and further to truthfully and accurately advise if indeed there was any favorable benefit to be gained as a result of such purchase.

44. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, were negligent and breached such duty by actions or omissions including but not limited to:

a. Failing to investigate whether the $5,000,000.00 life Insurance policy purchased through LINCOLN would indeed yield a positive IRR;

b. Failing to inform and/or fully educate the Plaintiff that he may not be able to yield a profit by selling the $5,000,000.00 Policy in the life settlement market;

c. Failing to notify the Plaintiff promptly after they discovered that the $5,000,000.00 Policy was inadequate;

d. Failing to explain the LINCOLN policy terms including the fees and/or commissions attached to the premium financing piece of the policy;

e. Failing to know whether alternative investment vehicles and or insurance product were available that provided protections desired by the Plaintiff;

f. Failing to advise Plaintiff that he would lose the guaranteed death benefit associated to his $10,000,000.00 Policy;

g. Failing to advise Plaintiff that he would be irreparably harmed by reducing the Policy to only $5,000,000.00 due to an immediate loss and permanent loss; and,

h. Failing to correctly represent the terms and scope of the LINCOLN Insurance Policy and Endorsements.

45. The Plaintiff, MARVIN SCHILLER, did not and could not discover such negligence on the part of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, until the time of filing this Complaint.

46. As a direct and proximate result of such negligence of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED;

and, LINCOLN, the Plaintiff, MARVIN SCHILLER, suffered actual damages and reasonably foreseeable consequential and incidental damages including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $468,500.00 in premium payments;
c. Loss of $275,000.00 for mortality charges;
d. Loss of $193,500.00 for partial surrender charges; and,
e. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT V

BREACH OF FIDUCIARY DUTY

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

47. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, were acting in a fiduciary capacity for the Plaintiff, MARVIN SCHILLER, as they were hired to handle every aspect of the sale,

advice, and procurement of the aforesaid LINCOLN life insurance policy fairly and honestly and with due regard for SCHILLER'S interests, and before their own interests. As fiduciaries, the Defendants, each of them, had a duty to determine if the LINCOLN Policy (both the $10,000,00.00 Policy and the $5,000,000.00 reduction of the Policy) would indeed accomplish the benefits that they represented it would provide, before selling it to the Plaintiff; a duty to make full and fair disclosure to Plaintiff that he would not be able to sell the Policy(ies) in the life settlement market, and how that fact would impede Plaintiff's ability to yield a profit from either the $10,000,000.00 Policy and/or the $5,000,000.00 Policy (after being converted).

48. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, violated their fiduciary responsibilities to the Plaintiff by actions or omissions including but not limited to:

a. Failing to investigate whether the life Insurance policy purchased through LINCOLN would in fact yield an IRR or profit;

b. Failing to inform and/or fully educate the Plaintiff that he would not be able to sell the Policy in the life settlement market;

c. Failing to notify the Plaintiff promptly after they discovered that the LINCOLN Policy was inadequate;

d. Failing to explain the LINCOLN policy terms including the importance of why being unable to sell the Policy in the life settlement market would be detrimental;

e. Failing to know whether alternative investment vehicles and or insurance product were available that would have provided protections desired by the Plaintiff; and,

f. Failing to correctly represent the terms and scope of the LINCOLN Insurance Policy and Endorsements.

49. As a direct and proximate result of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, Breach of Fiduciary Duty, the Plaintiff, MARVIN SCHILLER, suffered actual damages and reasonably foreseeable consequential and incidental damages including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $495,400.00 in premium payments;
c. Loss of $37,323.00 for administration Charges;
d. Loss of $468,500.00 in additional premium payments;
e. Loss of $275,000.00 for mortality charges;
f. Loss of $193,500.00 for partial surrender charges; and
g. Loss of use of such monies;

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT VI

FRAUD

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each

and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

50. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, made the aforesaid representations to the Plaintiff, MARVIN SCHILLER, regarding the operation and benefit of the $10,000,000.00 Policy, and failed to disclose that Plaintiff would not yield an IRR or profit, would be unable to sell the Policy in the life settlement market, and that as a result, Plaintiff would lose on his investment; with the intention that Plaintiff would rely upon them and their representations.

51. Indeed, the Plaintiff, MARVIN SCHILLER, did rely on the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, to his detriment, both at the time that the $10,000,000.00 Policy was purchased, as well as through the ensuing years until 2011.

52. As a direct and proximate result of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, fraudulent representations and omissions, the Plaintiff, MARVIN SCHILLER, suffered actual damages and reasonably foreseeable consequential and incidental damages

including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $495,400.00 in premium payments;
c. Loss of $37,323.00 for Administration Charges; and
d. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT VII

FRAUD

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-four (24) above as though fully set forth herein and further alleges:

53. The Defendants, Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, made the aforesaid representations to the Plaintiff, MARVIN SCHILLER, regarding the operation and benefit of the $5,000,000.00 Policy, and failed to disclose that Plaintiff would not yield an IRR or profit, would be unable to sell the Policy in the life settlement market, failed to advise

Plaintiff that he would lose the guaranteed death benefit associated with his $10,000,000.00 Policy, failed to advise Plaintiff that he would be irreparably harmed by reducing the Policy to only $5,000,000.00 due to an immediate loss and permanent loss and that as a result Plaintiff would lose on his investment; with the intention that Plaintiff would rely upon them and their representations.

54. Indeed, the Plaintiff, MARVIN SCHILLER, did rely on the Defendants, BERNSTEIN ESTATE and T BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, to his detriment, both at the time that the $10,000,000.00 Policy was converted to a $5,000,000.00 Policy in or around May, 2011, as well as through the ensuing years until the time of filing this Complaint.

55. As a direct and proximate result of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, fraudulent representations and omissions, the Plaintiff, MARVIN SCHILLER, suffered actual damages and reasonably foreseeable consequential and incidental damages including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $468,500.00 in premium payments;
c. Loss of $275,000.00 for mortality charges;
d. Loss of $193,500.00 for partial surrender charges; and,
e. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for

damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

DATED this 6th day of May 2013.

LIGGIO, BENRUBI
Suite 3B, The Barristers Building
1615 Forum Place
West Palm Beach, FL 33401
Telephone: 561/616-3333
Facsimile: 561/616-3266
Email: emailservice@liggiolaw.com
iliggio@liggiolaw.com
gstahl@liggiolaw.com

By: _____
JEFFREY M. LIGGIO, ESQ.
Florida Bar No.: 357741
GEOFF S. STAHL, ESQ.
Florida Bar No.: 89240

The Lincoln National
Life Insurance Company
(the "Company")
Service Office: 100 North Greene Street
P.O. Box 21008
Greensboro, NC 27420

A Stock Company

This policy is a legal contract between You and Us. It is important that You read Your contract carefully.

We will pay the proceeds of this policy to the beneficiary upon receipt of due proof that the death of the Insured occurred while this policy was in force. This payment and all other rights, options and benefits will be subject to the terms of this policy.

Right to Cancel Policy You may cancel this policy by delivering or mailing a written notice to The Lincoln National Life Insurance Company, P.O. Box 21008, Greensboro, NC 27420 and by returning the policy or contract before midnight of the twentieth day after the date You receive the policy. Notice given by mail and return of the policy or contract are effective on being postmarked, properly addressed, and postage prepaid. The Lincoln National Life Insurance Company must return all payments made for this policy within ten days after it receives notice cancellation and the returned policy.

Table of Contents Page No.

Benefits and Premiums 3
Coverage Protection Guarantee Provisions 11
Definitions 5
General Provisions 6
Insurance Coverage Provisions 8
  Death Benefit
  Death Benefit Qualification Test
  Death Benefit Options
  Continuation of Policy After Age 121
Nonforfeiture Provisions 9
  Surrender and Surrender Value
  Partial Surrender
Owner and Beneficiary 5
Policy Loans 12
Policy Specifications 3
Premium Provisions 7
  Grace Period
  Reinstatement
Settlement Options 15
Summary of Policy Features 2
Table of Maximum Insurance Rates 16

Riders providing supplemental benefits or policy changes, if any, and a copy of the application follow Page 16.

Dennis R. Glass
President

C. Suzanne Thomas
Secretary

Insured: Marvin Schiller

Policy Number: JJ7025248

FLEXIBLE PREMIUM
ADJUSTABLE LIFE INSURANCE POLICY WITH COVERAGE PROTECTION GUARANTEE

Proceeds payable at death. Adjustable Death Benefit. Flexible premiums payable to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy Values may increase or decrease as determined by declared interest and risk rates. Non-participating – No Dividends.

EXHIBIT
tabbies "A"

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Summary of Policy Features

This Summary is an overview of the important features and operations of Your policy. It is meant to give You a basic understanding of Your policy. Specific details regarding these features are only provided in the policy provisions and cannot be fully described in a summary. **This summary is not a substitute for reading the entire policy carefully.**

Flexible Premium Adjustable Life Insurance – This title is Our generic name for universal life insurance. "Flexible premium" means that You may pay premiums by any method agreeable with Us, at any time prior to the Insured's Attained Age 121 and in any amount subject to certain limitations. "Adjustable life insurance" means that You, with Our agreement, can change the death benefit to meet Your changing needs.

Coverage Duration – Your policy will remain in effect to the insured's death if You have a positive Cash Surrender Value or if the Coverage Protection Guarantee test is met.

Policy Value – The Policy Value is a key component of Your policy. It's where Your premiums go and where We assess Our charges for providing coverage. We apply a charge to each premium You pay, then add the balance to the Policy Value. We deduct the cost of providing the coverage (the cost of insurance) plus the cost of any additional benefits and/or riders and administrative expense charges from this value each month as a "monthly deduction". We then credit interest to the difference.

Simply put - premium and interest additions increase the Policy Value, Our charges decrease the Policy Value. If additions exceed deductions, Your Policy Value increases; if deductions exceed additions, Your Policy Value decreases. If the Policy Value, less surrender charge, less Debt (Cash Surrender Value) becomes so small that We cannot take an entire monthly deduction, Your policy may terminate; see, however, the Coverage Protection Guarantee below and the policy provisions describing the Grace Period.

Coverage Protection Guarantee – Your policy provides an important Coverage Protection Guarantee which can ensure that Your coverage will continue even if Your Cash Surrender Values are insufficient to cover the monthly deductions.

How does the Coverage Protection Guarantee work? The guarantee references an "alternate" policy value calculated in the same manner as the actual Policy Value but utilizing different charges (cost of insurance, cost of additional benefits and/or riders, administrative expense charges) and interest rates. All charges used in this alternate policy value calculation are guaranteed not to increase and all interest rates used in this alternate policy value calculation are guaranteed not to decrease.

The alternate policy value is not used in determining the actual Policy Value, it is simply a reference value used to determine whether the Coverage Protection Guarantee is in effect.

Note that the length of time the Coverage Protection Guarantee can continue Your policy in force may vary based upon the following factors:

- changes in premium frequency, timing or amount;
- policy changes such as loans, partial surrenders, changes in the death benefit and addition of riders.

In addition, if You have allowed the policy to lapse longer than 90 days, the guarantee is permanently lost.

We will provide You with an annual notification of the status of Your Coverage Protection Guarantee, which You should review carefully.

Variables - Many variables affect Your policy's performance. The better You understand these variables, the better You will be able to monitor Your policy's performance and take advantage of its flexibility:

- **Credited Interest Rates**. Credited interest is a significant component of Your policy. Do not assume that interest rates will remain constant for any extended period of time or that interest rates credited to this Policy will correlate with changes in interest rates on other policies owned by You. We can change interest rates at any time based on certain contractually identified factors subject to a minimum rate.
- **Monthly Cost of Insurance and Expense Charges**. These charges are assessed against Your Policy Value to cover the company's cost of insurance and other expenses. These charges will be detailed in Your annual Statement of Account. We can change these charges based on certain contractually identified factors subject to the maximum guaranteed factors shown in Your policy.
- **Premium Payments**. Payment of premiums, even planned premiums, may not result in Policy Value performance as originally expected. Premium payments are only one variable affecting the performance of Your Policy Value. Your policy could perform better or worse than expected due to the effect of changes in interest rates, monthly cost of insurance and expense charges, as well as the timing, amount and frequency of Your premium payments. Obviously, if You choose to pay lower premiums or skip premium payments, such actions will have the impact of slowing Your Policy Value growth and increasing the potential that Your policy will lapse.

Summary of Policy Features (Cont'd)

Monitoring Your Policy's Performance - We will send You an annual Statement of Account to help You monitor Your policy's performance and compare it to Your objectives when You purchased Your policy. Begin by verifying that Your planned premiums will accomplish Your insurance objective. Ask Your life insurance agent to explain anything You do not understand. You may need to adjust Your premiums to achieve Your insurance objectives. You may request a projection of future death benefits and Policy Values from Us at any time. We are also available to answer Your questions and assist You in making changes to Your policy.

SCHEDULE OF BENEFITS AND PREMIUMS – POLICY NUMBER JJ-7025248

FORM NUMBER	BENEFIT		ISSUE DATE	MONTHLY DEDUCTION	RATE CLASS	YEARS PAYABLE
UL 5070 16	INITIAL SPECIFIED AMOUNT	10,000,000	APR 24, 2008	SEE PAGE 9	STD NON-TOBACCO USER	46

POLICY SPECIFICATIONS

NOTE: THIS POLICY PROVIDES LIFE INSURANCE COVERAGE TO THE DEATH OF THE INSURED IF SUFFICIENT PREMIUMS ARE PAID. THE DURATION OF COVERAGE WILL DEPEND ON THE AMOUNT, TIMING AND FREQUENCY OF PREMIUM PAYMENTS, INTEREST CREDITED, COST OF INSURANCE, EXPENSE CHARGES, ANY LOANS OR WITHDRAWALS AND THE COST OF ADDITIONAL BENEFITS. THE PLANNED PREMIUM MAY NEED TO BE INCREASED TO KEEP THIS POLICY AND THE COVERAGE IN FORCE.

OWNER	MARVIN SCHILLER 2008 IRREVOCABLE TRUST DATED APRIL 3, 2008.		
BENEFICIARY	AS STATED IN THE APPLICATION		
INSURED	MARVIN SCHILLER		
POLICY NUMBER	JJ-7025248	POLICY DATE	APRIL 24, 2008
AGE AND SEX	75 MALE		
SPECIFIED AMOUNT	$10,000,000		
DEATH BENEFIT OPTION	1		

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

INSURED	MARVIN SCHILLER
POLICY NUMBER	JJ-7025248
FORM NUMBER	UL 5070 15
PLANNED PREMIUM	$495,400.00 ANNUAL
MINIMUM SPECIFIED AMOUNT	$100,000

FACTORS USED IN THE CALCULATION OF POLICY VALUES

MONTHLY ADMINISTRATIVE CHARGES.

$14.00 FOR POLICY MONTHS 1-12
$ 4.00 FOR POLICY MONTHS 13 & LATER

GUARANTEED NET PREMIUM FACTOR
92.50% OF GROSS PREMIUM PAID IN ALL POLICY YEARS

MORTALITY TABLE USED TO CALCULATE MINIMUM CASH SURRENDER VALUES –
2001 CSO MALE OR FEMALE NONSMOKER OR SMOKER

INTEREST RATE USED TO CALCULATE MINIMUM CASH SURRENDER VALUES – 3.00%

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

INSURED MARVIN SCHILLER

POLICY NUMBER JJ-7025246

FORM NUMBER UL 5070.16

TABLE OF SURRENDER CHARGES PER $1,000 OF INITIAL SPECIFIED AMOUNT

POLICY MONTH	SURRENDER CHARGE
1-12	45.33
13-24	43.09
25-36	40.87
37-48	38.70
49-60	36.58
61-72	34.51
73-84	32.51
85-96	30.55
97-108	28.62
109-120	26.70
121-132	24.86
133-144	23.01
145-156	21.15
157-168	19.24
169-180	17.23
181-192	15.02
193-204	12.45
205-216	9.33
217-228	5.34
229 and after	0.00

THE SURRENDER CHARGES ABOVE ARE BASED ON THE INITIAL SPECIFIED AMOUNT. ADDITIONAL SURRENDER CHARGES RELATED TO ANY INCREASE IN SPECIFIED AMOUNT WILL BEGIN FROM THE EFFECTIVE DATE OF THE INCREASE IN COVERAGE. THESE ADDITIONAL SURRENDER CHARGES WILL BE SHOWN ON A SUPPLEMENTAL POLICY SPECIFICATIONS PAGE.

POLICY LOAN INTEREST RATE CHARGED IN ARREARS 6.50%

POLICY LOAN INTEREST RATE CHARGED IN ARREARS ON PREFERRED LOANS 5.50%

INTEREST RATE CREDITED TO POLICY VALUE HELD FOR POLICY LOAN COLLATERAL IS 5.50% IN ALL POLICY YEARS.

PARTIAL SURRENDER MINIMUM AMOUNT $500.00

PARTIAL SURRENDER FEE $5.00

MAXIMUM ATTAINED AGE FOR AN INCREASE: 85

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

INSURED	MARVIN SCHILLER
POLICY NUMBER	JJ-7025248
FORM NUMBER	UL 5070.15

DEATH BENEFIT QUALIFICATION TEST – GUIDELINE PREMIUM TEST

TABLE OF CORRIDOR FACTORS

ATTAINED AGE	CORRIDOR FACTOR
75	1.05
76	1.05
77	1.05
78	1.05
79	1.05
80	1.05
81	1.05
82	1.05
83	1.05
84	1.05
85	1.05
86	1.05
87	1.05
88	1.05
89	1.05
90	1.05
91	1.04
92	1.03
93	1.02
94	1.01
95 And Over	1.00

FACTORS USED IN THE CALCULATION OF COVERAGE PROTECTION GUARANTEE:

CPA I, II, III INTEREST RATES: 5.30% FOR POLICY YEARS 1-10; 5.50% FOR POLICY YEARS 11-30; AND 5.50% FOR POLICY YEARS 31 AND THEREAFTER

IF THE TOTAL VALUE OF THE CPA ACCOUNTS ON A MONTHLY ANNIVERSARY IS LESS THAN ZERO, WE WILL NOT APPLY NEGATIVE INTEREST TO THE ACCOUNTS

COVERAGE PROTECTION GUARANTEE NET PREMIUM FACTOR 92.00% OF GROSS PREMIUM PAID IN ALL POLICY YEARS

COVERAGE PROTECTION GUARANTEE REINSTATEMENT PROVISIONS PERIOD: WITHIN 90 DAYS AFTER THE DATE OF TERMINATION AND PRIOR TO THE INSURED'S ATTAINED AGE 121

INSURED MARVIN SCHILLER

POLICY NUMBER JJ-7025248

FORM NUMBER UL 5070.16

COVERAGE PROTECTION GUARANTEE
COST OF INSURANCE RATES PER 1,000 OF SPECIFIED AMOUNT

POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE	POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE	POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE
1	0.75625	0.75625	17	7.67666	15.35333	33	19.54251	42.21833
2	0.91270	0.91270	18	8.12910	16.59000	34	20.86134	44.38583
3	1.13866	1.13866	19	9.25920	19.29000	35	21.94351	46.68833
4	1.37182	1.37182	20	9.74114	20.72583	36	23.09227	49.13250
5	1.52055	1.52055	21	10.45436	22.24333	37	24.31231	51.72833
6	1.75934	2.05194	22	11.11510	23.64916	38	25.60715	54.48333
7	1.96300	2.89496	23	11.60835	25.12416	39	26.98230	57.40916
8	2.17415	3.58500	24	12.54821	26.69833	40	28.44087	60.51250
9	2.63223	4.53833	25	13.33781	28.37833	41	29.98874	63.80583
10	3.07087	5.38750	26	14.18225	30.17500	42	31.63060	67.29916
11	3.59986	6.42833	27	14.85239	31.60083	43	33.37195	71.00416
12	4.19237	7.62250	28	15.56640	33.12000	44	35.21945	74.93500
13	4.85550	8.99166	29	16.32623	34.73666	45	37.17778	79.10166
14	5.58355	10.53500	30	17.13463	36.45666	46	39.15666	83.33333
15	6.37130	12.25250	31	17.96259	38.26083			
16	7.23095	14.17833	32	18.88420	40.17916			

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

INSURED MARVIN SCHILLER

POLICY NUMBER JJ-7025248

FORM NUMBER UL 5070.16

COVERAGE PROTECTION GUARANTEE
TABLE OF ADMINISTRATIVE CHARGES

POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE
1	21,697.50	36	10.00
2	20,132.92	37	10.00
3	17,873.34	38	10.00
4	15,541.75	39	10.00
5	14,054.50	40	10.00
6	8,740.59	41	10.00
7	3,776.00	42	10.00
8	10.00	43	10.00
9	10.00	44	10.00
10	10.00	45	10.00
11	10.00	46	10.00
12	10.00		
13	10.00		
14	10.00		
15	10.00		
16	10.00		
17	10.00		
18	10.00		
19	10.00		
20	10.00		
21	10.00		
22	10.00		
23	10.00		
24	10.00		
25	10.00		
26	10.00		
27	10.00		
28	10.00		
29	10.00		
30	10.00		
31	10.00		
32	10.00		
33	10.00		
34	10.00		
35	10.00		

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

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Definitions

Where the terms below appear in this policy, We define them as follows:

Age The Insured's age, nearest birthday, on the Policy Date.

Attained Age The Insured's age as measured from the Policy Date plus the number of completed policy years.

Cash Surrender Value The Policy Value as of the date of surrender less the charge, if any, for full surrender, and less any Debt.

Cash Value Policy Value less any surrender charge.

Coverage Protection Guarantee A policy feature that provides that the policy will remain in effect to the death of the Insured subject to the requirements as stipulated in the Coverage Protection Guarantee Provisions on Page 11.

Debt The principal of a policy loan together with interest due.

Insured The person whose life is insured under this policy.

Irrevocable Beneficiary A beneficiary, named by You as irrevocable, whose written consent is necessary for You to exercise any right specified in this policy.

Issue Date The date the policy is issued at Our Service Office as stated on Page 3.

Monthly Anniversary Day The same day in each month as the Policy Date.

Nonparticipating No dividends will be paid on this policy.

Notice, Election, Request Writings satisfactory to Us that have been received at Our Service Office. We will not be held responsible for any payment or other action We have taken before Your writings are recorded at Our Service Office.

Policy Date The date We use to determine policy anniversaries and monetary values. If a requested Policy Date should fall on the 29th, 30th or 31st of a month, the Policy Date will be the 28th of such month.

Policy Value As defined in the Nonforfeiture Provisions on Page 9.

Proceeds The money We will pay as a death benefit or if the policy is surrendered for its Cash Surrender Value.

1. As a Death Claim The proceeds will be the amount of insurance as described on page 8.
2. Upon Surrender The proceeds will be the Cash Surrender Value.

Service Office Our principal place of business as shown on Page 1.

"We", "Our", "Us" The Company.

"You", "Your" The Owner of this policy.

Owner and Beneficiary

Owner The Owner is shown on page 3 or in a rider attached to this policy. While the Insured is alive, the Owner may exercise every right and option and receive every benefit provided by this policy. These rights, however, are subject to the written consent of any Irrevocable Beneficiary.

Beneficiary The beneficiary is as stated in the application unless later changed.

Change of Owner or Beneficiary While the Insured is alive, the Owner or beneficiary may be changed. Any change will take effect as of the date the request is signed. The Insured need not be living when the requested change is recorded at Our Service Office, however the requested change must be delivered to Us prior to the death of the Insured.

Death of the Owner or Beneficiary If an Owner other than the Insured dies while the Insured is living, all rights and options of the Owner will belong to the Owner's executors or administrators or to the Owner's successor in interest (if the Owner is a non-natural person) unless otherwise provided. The interest of any beneficiary, including any Irrevocable Beneficiary, who dies before the Insured, will belong to the Owner unless otherwise provided.

TS004103

General Provisions

The Contract This policy is issued in consideration of the application and payment of the initial premium. This policy, the attached copy of the application and/or endorsements, and any attached supplemental applications and riders form the entire contract. All statements made by or for the Insured are, in the absence of fraud, considered to be representations and not warranties. We will not use any statement by or for the Insured to void this policy or to deny a claim unless it is contained in an application.

Policy Changes Only an authorized officer of the Company can change the terms or waive provisions of this policy. A change must be in writing.

Incontestability We will not contest this policy after it has been in force during the Insured's lifetime for 2 years from the Issue Date. An increase in the Specified Amount will not be contested after it has been in force during the Insured's lifetime for 2 years from its effective date.

Suicide If the Insured, while sane or insane, commits suicide within 2 years from the Issue Date, the amount payable will be no more than the sum of the premiums paid less any Debt and any partial surrenders. If the Insured, while sane or insane, commits suicide within 2 years from the effective date of an increase in the Specified Amount, the amount payable under such increase will be the sum of the monthly deductions for such increase. The amount payable under this provision will be paid to the Beneficiary. Any amount payable will first be used to pay the interest of anyone to whom the policy has been assigned.

Assignment Only You have the right to assign this policy. We are not bound by an assignment unless it has been recorded at Our Service Office. We are not responsible for the validity or effect of any assignment.

Misstatement of Age or Sex If the age or sex of the Insured has been misstated, the amount of death benefit will be adjusted to the amount which would have been provided by the most recent cost of insurance deduction at the true age and sex. The Policy Value will not be affected.

Compliance with the Internal Revenue Code This policy is intended to qualify as life insurance under the Internal Revenue Code. The death benefit provided by this policy is intended to qualify for the Federal income tax exclusion. If at any time the premium paid under this policy exceeds the amount allowable for such qualification, We will refund the premium to You with interest within sixty days after the end of the policy year in which the premium was received. If, for any reason, We do not refund the excess premium within sixty days after the end of such policy year, the excess premium will be held in a separate deposit fund and credited with interest until refunded to You.

The interest rate used on any refund or credited to the separate deposit fund created by this provision will be the current rate of interest We are paying on this policy. We also reserve the right to refuse to make any change in the Specified Amount or the Death Benefit Option or any other change if such change would cause this policy to fail to qualify as life insurance under the Internal Revenue Code.

Modified Endowment This policy will be allowed to become a modified endowment contract under the Internal Revenue Code only with Your consent. Otherwise, if at any time the premiums paid under the policy exceed the limit for avoiding modified endowment contract status, the excess premium will be refunded to You with interest within sixty days after the end of the policy year in which the premium was received. If, for any reason, We do not refund the excess premium within sixty days after the end of such policy year, the excess premium will be held in a separate deposit fund and credited with interest until refunded to You. The interest rate used on any refund or credited to the separate deposit fund created by this provision will be the current rate of interest We are paying on this policy.

Annual Report We will provide an Annual Report to You. This report will show the activity of the policy for the past policy year. It will list premiums paid, expenses charged, monthly deductions, interest credited, and partial surrenders. It will show the then current death benefit, Policy Values and Debt, as well as any other information required by state law and regulation. By comparing the actual Policy Values to the projection of values received when this policy was purchased You can determine whether this policy is performing as planned.

Upon request, We will provide a projection of illustrative future death benefits and Policy Values. The first illustration in any policy year will be furnished free of charge. If You request more than one illustration in a policy year We reserve the right to apply a charge for this service.

Settlement Payment or settlement under this policy will be made at Our Service Office in a lump sum payment unless You elect to receive proceeds under a Settlement Option as stated in the Settlement Options provision. At the time of settlement, any Debt will be deducted. At the time of settlement, We reserve the right to require surrender of this policy.

Payment of Claims When this policy becomes a claim due to the death of the Insured, settlement will be made within 2 months after receipt of due proof of death.

Deferment We may defer making a partial surrender or policy loan up to 6 months after We receive Your request, however a partial surrender or loan for payment of premiums to Us will not be deferred.

TS004104

Premium Provisions

Premium Payment The initial premium is due on the Policy Date and is payable on or before delivery of this policy. Thereafter, premiums may be paid at any time and in any amount, subject to the following conditions. Unless otherwise agreed to in writing by Us, however sufficient premium must be paid to keep this policy in force.

The amount of each premium must be at least $25.

We reserve the right to limit the amount of premiums paid in accordance with the Compliance with the Internal Revenue Code and Modified Endowment provisions. We also reserve the right to require evidence of insurability satisfactory to Us for any premium payment that would result in an immediate increase in the difference between the Death Benefit and the Policy Value. If satisfactory evidence of insurability is not received the premium or portion thereof may be returned.

Your premiums are payable in United States currency. Premium payments, after the first, can be made as follows:

1. through prearranged withdrawals by contacting the Service Office;
2. sent to any premium address designated by Us,
3. made to Our authorized agent. A receipt signed by one of Our Officers will be provided upon request.

Grace Period If on a Monthly Anniversary Day the Cash Surrender Value is less than the monthly deduction due, Your policy will enter the grace period unless the Coverage Protection Guarantee is in effect. A grace period of 60 days from the date that the policy enters the grace period will be allowed for the payment of the minimum amount needed to continue the policy. If the Coverage Protection Guarantee is in effect, the grace period will not begin and this policy will not be subject to termination under this provision.

We will notify You and any assignee of the minimum amount due at least 30 days before the end of the grace period. If the amount specified is not paid within the grace period, this policy will terminate without value at the end of such period. If the Insured dies within the grace period, the amount needed to continue this policy to the end of the policy month of death will be deducted from the amount otherwise payable.

Reinstatement Application to reinstate this policy may be made within 5 years after the date of termination and prior to the Insured's Attained Age 121 provided this policy has not been surrendered for its Cash Surrender Value. Limitations exist for reinstatement of the Coverage Protection Guarantee Provisions as stated in this provision. You may apply to reinstate this policy even if the Coverage Protection Guarantee Provisions can no longer be reinstated.

In addition to the application, reinstatement will require all of the following:

1. You must furnish evidence of insurability satisfactory to Us;
2. You must pay an amount that results in a Cash Surrender Value on the date of reinstatement that is sufficient to keep this policy in force for at least 2 months;
3. You must pay or reinstate any Debt.

The Cash Surrender Value on the date of reinstatement will equal:

(a) The Policy Value at the time of policy termination; plus

(b) Net Premiums credited at the time of reinstatement; less

(c) The surrender charge at the time of reinstatement; less

(d) Any Debt at the time of reinstatement.

The surrender charge will be based on the duration from the original Policy Date as though the policy had never lapsed.

Reinstatement will be effective on the date We approve the application unless another date acceptable to Us is requested. In addition to the required payment to keep the policy in force as stated in 2. above, We recommend that You resume Your modal premium payments in order to provide coverage beyond the initial period following the date of reinstatement.

We will not contest this policy for misrepresentations made in the application for reinstatement after this policy has been in force during the lifetime of the Insured for 2 years from the date of the last reinstatement.

The Coverage Protection Guarantee Provisions may be reinstated at the time of policy reinstatement if application for reinstatement is received during the Coverage Protection Guarantee Provisions Reinstatement Period as shown on page 4. In order to reinstate the Coverage Protection Guarantee Provisions We will require payment at the time of policy reinstatement of the lesser of:

(i) the amount stipulated in 2. above; and

(ii) an amount required to reinstate the Coverage Protection Guarantee Provisions on the date of reinstatement that is sufficient to keep the Coverage Protection Guarantee in effect for at least 2 policy months.

You will be advised at the time of reinstatement of the amount required. In order for the guarantee described in the Coverage Protection Guarantee Provisions to become effective, additional payment may be required. Your request for reinstatement of the Coverage Protection Guarantee Provisions must be received during the specified time period.

Premium Refund at Death Any premium paid after the beginning of the policy month of death will be refunded as part of the proceeds, unless You request otherwise prior to such payment.

TS004105

Insurance Coverage Provisions

Death Benefit The death benefit of this policy is the larger of:

(a) The death benefit under the Death Benefit Option in effect; or

(b) The Policy Value at the beginning of the policy month of death times the Corridor Factor shown in the table on page 4.

The death benefit will be reduced by any Debt on the date of death. The Policy Value at the beginning of the policy month of death used in calculating the death benefit is after subtracting all parts of the monthly deduction for the policy month except for the cost of insurance.

Death Benefit Qualification Test This policy is intended to qualify as life insurance under the Internal Revenue Code. The death benefit provided by this policy is intended to qualify for the Federal income tax exclusion. Two methods of qualifying as life insurance are the Cash Value Accumulation Test and the Guideline Premium Test, as defined in Internal Revenue Code Section 7702. The Death Benefit Qualification Test for this policy is shown on page 4 and cannot be changed. Unless You elected otherwise, the Death Benefit Qualification Test is the Guideline Premium Test.

Death Benefit Options There are three death benefit options as described in this provision. The death benefit option for this policy is shown on page 3.

- **Option I** The death benefit is the Specified Amount on the date of death.
- **Option II** The death benefit is the Specified Amount on the date of death plus the Policy Value at the beginning of the policy month of death.
- **Option III** The death benefit is the Specified Amount on the date of death plus the total of the premiums paid prior to the Insured's Attained Age 100 less the total of any partial surrenders taken to the date of death. If the total of the partial surrenders taken to the date of death is greater than the total of premiums paid prior to the Insured's Attained Age 100, then the death benefit will be less than the Specified Amount.

Continuation of Policy After Age 121 If this policy is in force at the Attained Age 121 of the Insured (but not in the grace period) the following will occur:

(a) Your policy will continue in force for the lifetime of the Insured unless You surrender this policy;

(b) the Death Benefit Option in effect may not be changed;

(c) no further premium payments may be made;

(d) no further monthly deductions will be taken;

(e) Policy loans and partial surrenders can continue to be taken. Loan rates will apply as stated on Page 4;

(f) All supplemental riders and benefits will terminate.

If this policy is in the grace period at Attained Age 121 You will need to pay the minimum amount required to remove this policy from the grace period in order to guarantee continuation of this policy beyond Attained Age 121.

Changes in Insurance Coverage Upon request, the insurance coverage may be changed at any time after the first policy year as described in this provision.

- **Increases in Specified Amount** The Maximum Attained Age for an increase in Specified Amount is as shown on Page 4. If a change would result in an increase in the amount payable at death, such change will be subject to satisfactory evidence of insurability.
- **Decreases in Specified Amount** A decrease in Specified Amount may be made prior to the Attained Age 121 of the Insured. The Specified Amount may not be decreased below the minimum shown on page 4. A decrease in the Specified Amount will apply first against insurance with the most recent effective date, with the Initial Specified Amount being last to be decreased. A surrender charge will be applied as specified in the Surrender Charges provision.
- **Changes in Death Benefit Option** Prior to the Insured's Attained Age 121 You may request a change in death benefit option to Option I or Option II. Changes to Option III are not permitted. If a change would result in an increase in the amount payable at death, such change will be subject to satisfactory evidence of insurability.

Rating class changes that may occur upon your request (such as a change in Tobacco User status) can be made at any time after the first policy year and prior to the Insured's Attained Age 121. Changes in insurance coverage will be effective on the Monthly Anniversary Day on or next following the date of approval by Us of the request for the change, unless another date acceptable to Us is requested.

Policy Changes and the Coverage Protection Guarantee Rating class changes that result in a more favorable mortality rating will require a change to Table A, B and the Table of Coverage Protection Guarantee Administrative Charges used in determining the Coverage Protection Guarantee. A new specifications page will be sent to You after such change. Decreases in Specified Amount for the policy or any attached rider and death benefit option changes will not require a change to Table A, B or the Table of Coverage Protection Guarantee Administrative Charges. A charge will be applied in determining the Coverage Protection Guarantee following an increase in Specified Amount as stipulated in the Coverage Protection Guarantee provisions.

TS004106

Nonforfeiture Provisions

Policy Value The Policy Value on the Policy Date will be equal to all net premiums paid for this policy. The Policy Value of this policy is then determined on each Monthly Anniversary Day by accumulating with interest the Policy Value for the prior month increased by net premiums credited and decreased by monthly deductions and by the reduction in Policy Value caused by any partial surrender since the preceding Monthly Anniversary Day.

On any day other than a Monthly Anniversary Day, the Policy Value will be the Policy Value as of the preceding Monthly Anniversary Day minus both the monthly deduction for the current policy month and the reduction in Policy Value caused by any partial surrender since the preceding Monthly Anniversary Day.

In addition, if the surrender is processed as of the preceding Monthly Anniversary Day We will refund any premium received since the preceding Monthly Anniversary Day.

Net Premium Each net premium will be computed by multiplying each gross premium by the guaranteed net premium factor shown on page 4. A higher net premium factor may be applied as determined by Us.

Interest Rate The interest rate used in the calculation of the Policy Value will never be less than the Interest Rate Used to Calculate Minimum Cash Surrender Values as shown on page 4. Interest in excess of the guaranteed rate may be applied as determined by Us. Such interest is referred to in this policy as excess interest.

Interest will begin to accumulate as of the date the net premium is credited.

Monthly Deduction The monthly deduction for a policy month will be computed as (1) plus (2) where:

(1) is the cost of insurance and the cost of any additional benefits provided by rider for the policy month.

(2) is the sum of all administrative charges for the policy and any attached riders shown on page 4 as being due for the policy month.

If there is an increase in the Specified Amount, additional charges will be in effect for the increase as shown on page 4. A new specifications page will be sent to You following an increase in Specified Amount.

Cost of Insurance The cost of insurance is determined on a monthly basis as the cost of insurance rate for the month multiplied by the net amount at risk for the month. The net amount at risk for the Policy Value calculation is computed as (1) minus (2) where:

(1) is the death benefit for the month before reduction for any Debt, discounted to the beginning of the month at the guaranteed interest rate.

(2) is the Policy Value at the beginning of the month.

For months in which Death Benefit Option I is in effect, for the purpose of allocating the cost of insurance between different parts of the Specified Amount, the Policy Value will be considered as part of the Initial Specified Amount. If such value exceeds the Initial Specified Amount, any excess will be considered part of the earliest addition to the Specified Amount. This allocation will continue in order of all additions to the Specified Amount until all value is allocated.

Cost of Insurance Rates The monthly cost of insurance rates are determined by Us. The table of guaranteed maximum rates is shown on pages 13 and 14. We may use rates lower than these guaranteed maximum rates. We will never use higher rates. The guaranteed maximum rates are based on the mortality table shown on page 4.

Continuation of Insurance This policy and all riders will continue in force according to the terms as long as either the Cash Surrender Value is sufficient to cover the monthly deduction or the total of the Coverage Protection Accounts equals or exceeds Debt. If neither amount is sufficient, the policy will terminate according to the grace period provision. If premiums are discontinued on any date, the Cash Surrender Value on that date will be used to provide insurance under this provision.

Basis of Values Minimum Policy Values are based on the mortality assumptions and interest rates shown on page 4. The values for this policy are at least equal to the minimum required by law. If required, a detailed statement of the method used to determine policy values and reserves has been filed with the states in which this policy is delivered.

Changes in Rates At Our sole discretion, We may change the monthly cost of insurance rates or excess interest rate at any time. We will base any change on Our future expectations as to investment earnings, mortality, persistency, expenses and taxes. We will not make any change in order to distribute past gains or recoup prior losses. Any change in the monthly cost of insurance rates will apply to all Insureds with the same combination of the following: Attained Age, sex, Initial Specified Amount, length of time the policy has been in force and rate class. Changes in rates will affect the Policy Value. Changes in rates may also affect length of insurance coverage.

TS004107

Nonforfeiture Provisions (Continued)

Surrender and Surrender Value Upon request, You may surrender this policy for its Cash Surrender Value. Surrender within 31 days after a policy anniversary date will be treated as a surrender on that date, otherwise the surrender request will be effective on the Monthly Anniversary Day nearest the date We receive Your request.

Partial Surrender Upon request, You may make a partial surrender of this policy. The partial surrender may be for any amount equal to or greater than the Partial Surrender Minimum Amount shown on page 4, not to exceed the Cash Surrender Value less $500.

When a partial surrender is made:

1. the Policy Value will be reduced by the amount of the partial surrender, plus the partial surrender fee shown on page 4;
2. the death benefit will be reduced by the amount at least equal to the reduction in Policy Value. Such a reduction may be produced without changing the Specified Amount. If not, We will reduce the Specified Amount so that the reduction in death benefit is equal to the reduction in value. If Death Benefit Option III is in effect and the total of the partial surrenders is greater than the premiums paid, then the Death Benefit will be less than the Specified Amount. A partial surrender cannot be allowed if it would reduce the Specified Amount below the minimum shown on page 4.

Surrender Charges The charge for full surrender will be the amount shown on Page 4 for the number of completed policy months preceding surrender. There will be a partial charge if there is a decrease in the Specified Amount while there is a surrender charge in effect. If there is an increase in the Specified Amount, an additional surrender charge may be in effect for the increase. If there is an additional surrender charge in effect for an increase in Specified Amount, a new schedule of surrender charges will be provided after such increase.

Surrender charges are computed based on the number of thousands of Specified Amount. The partial charge for a decrease in Specified Amount will be based on the per thousand charge for the number of thousands of the decrease. A decrease in Specified Amount will apply first against insurance with the most recent effective date.

A new schedule of surrender charges will be provided after a change in such charges.

TS004108

Coverage Protection Guarantee Provisions

Coverage Protection Guarantee When the Coverage Protection Guarantee is in effect, this guarantee will provide that this policy will not enter the grace period because the policy's Cash Surrender Value is insufficient to cover the current monthly deductions as defined in the policy. The Coverage Protection Guarantee is in effect if the total of the Coverage Protection Accounts (herein referred to as "CPA I", "CPA II" and "CPA III" or the "account(s)") equals or exceeds Debt. The total of the Coverage Protection Accounts is a value equal to what the Policy Value would have been if calculated using the provisions described below. The Coverage Protection Accounts are used only for determining if the Coverage Protection Guarantee is in effect and are not used in calculating the actual Policy Value provided under this policy.

Coverage Protection Value The value of CPA I, CPA II and CPA III on the Policy Date will be equal to all net premiums allocated to each account. The value of each account is then determined on each Monthly Anniversary Day by accumulating with interest the value for the prior month increased by net premiums credited to that account and decreased by monthly deductions charged to that account and by the reduction in value caused by any partial surrender charged to that account since the preceding Monthly Anniversary Day. The total of the Coverage Protection Accounts may become less than zero.

On any day other than a Monthly Anniversary Day, the value of the account will be the value as of the preceding Monthly Anniversary Day minus both the monthly deduction for the current policy month charged to that account and the reduction in value caused by any partial surrender charged to that account since the preceding Monthly Anniversary Day.

Net Premium Each net premium will be computed by multiplying each gross premium by the Coverage Protection Guarantee Net Premium Factor on Page 4.

Interest Rate The interest rate for all accounts is shown on Page 4.

Interest will begin to accumulate as of the date the net premium is credited.

Monthly Deduction The monthly deduction for a policy month will be computed as (1) plus (2) where

(1) is the cost of insurance and the guaranteed maximum cost of any additional benefits provided by rider for the policy month.

(2) is the administrative charges. The Coverage Protection Guarantee Administrative Charges on Page 4 will be used, plus the maximum guaranteed administrative charges for any attached riders shown on page 4 as being due for the policy month.

This amount will include any Coverage Protection Guarantee charge in effect for an increase. Such charge will be based upon the Attained Age, sex, class of the Insured and the amount of the increase and will be shown on a supplemental specifications page that We will send to You.

Cost of Insurance The cost of insurance is determined on a monthly basis as the cost of insurance rate for the month multiplied by the net amount at risk for the month.

The net amount at risk for an account is computed as (1) minus (2) where

(1) is the death benefit for the month before reduction for any Debt, discounted to the beginning of the month at the CPA III guaranteed interest rate.

(2) is the total of all Coverage Protection Accounts at the beginning of the month.

Cost of Insurance Rates The monthly cost of insurance rates for use in the account calculations are shown in the Coverage Protection Guarantee Cost of Insurance Table A and B on Page 4. Table B will be applied if CPA III is not equal to zero otherwise Table A will be applied. The rate in the designated Table will apply to all accounts.

Changes in Rates The cost of insurance rates and the interest rates described in the Coverage Protection Guarantee provisions are fixed and guaranteed and not subject to change.

Allocation Among Accounts Net premiums, partial surrenders and monthly deductions will be allocated among the accounts by the following rules:

- **Net Premiums**

a) If the initial premium, allocate to CPA I.

b) If any other premium paid in the first policy year while the total of all accounts exceeds zero, allocate to CPA I.

c) If any other premium paid while the total of the accounts is equal to or less than zero, allocate to CPA III.

d) Otherwise, allocate to CPA II.

- **Partial Surrenders**

Each account will be reduced by the same proportion as the Cash Value.

- **Monthly Deductions**

a) Allocate to CPA III until it is reduced to zero.

b) Allocate balance to CPA II until it is reduced to zero.

c) Allocate any additional balance to CPA I until it is reduced to zero.

d) Allocate remaining balance to CPA III (in addition to any allocation to CPA III made in a) above).

TS004109

Coverage Protection Guarantee Provisions Continued

Disability Waiver Benefits If a Disability Waiver of Monthly Deduction Benefit is attached to this policy and if You qualify for a Disability Waiver Benefit, monthly deductions due for the purposes of determining if the Coverage Protection Guarantee is in effect will be waived. If a Disability Waiver of Specified Premium Benefit is attached to this policy, any premium paid to this policy will be applied as premium for the purposes of determining if the Coverage Protection Guarantee is in effect.

Policy Loans

When Available A loan may be obtained by request when this policy has a loan value. This policy will be the sole security for the loan.

Amount Available The loan value at any time is the then current Policy Value if this policy were surrendered on the date of determination.

The maximum additional loan at any time is the loan value at that time less:

1. any existing loan;
2. accrued interest on any existing loan; and
3. interest on the total outstanding loan to the end of the policy year.

Loan Interest Interest on a policy loan is due and payable on each policy anniversary. If You do not pay the interest when it is due, We will add the amount of interest to the loan. We will charge interest on this amount at the same interest being charged on the loan. The effective annual policy loan interest rate is shown on page 4.

You must assign this policy to Us to the extent of the outstanding loan. If the Insured dies, We will deduct the outstanding loan from the death benefit before We pay the death benefit to the beneficiary.

Loan Repayments You may repay all or part of a loan at any time while this policy is in force. Each partial repayment must be at least $25.

Every payment to Us on this policy will be considered a premium payment unless clearly marked for loan repayment or for payment of loan interest.

Preferred Loan Amounts Beginning with the 21st policy year, all loan balances will be considered to be preferred loan amounts at the policy loan interest rate for preferred loans as shown on page 4.

Maximum Loan Amount If the Debt at any time equals or exceeds the loan value, this policy will enter the grace period.

Table of Guaranteed Maximum Cost of Insurance Rates – Male

Basis of Calculation
Non-Tobacco User: 2001 CSO Male Nonsmoker Table
Tobacco-User: 2001 CSO Male Smoker Table

Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000	
	*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User
0	0.08087	0.08087	30	0.08504	0.15012	60	0.74639	1.35774	90	18.03881	18.88506
1	0.04668	0.04668	31	0.08421	0.15012	61	0.83045	1.50744	91	18.41631	21.37682
2	0.03251	0.03251	32	0.08421	0.15178	62	0.93211	1.67620	92	20.01527	22.83445
3	0.02250	0.02250	33	0.08671	0.15597	63	1.04853	1.86399	93	21.73351	24.57148
4	0.01750	0.01750	34	0.08839	0.16181	64	1.17000	2.05643	94	23.58543	26.30185
5	0.01750	0.01750	35	0.09056	0.16682	65	1.29640	2.24972	95	25.57306	28.25727
6	0.01834	0.01834	36	0.09588	0.17600	66	1.42857	2.43056	96	27.43188	30.02008
7	0.01834	0.01834	37	0.10036	0.18602	67	1.56063	2.60963	97	29.45788	31.91763
8	0.01834	0.01834	38	0.10756	0.20022	68	1.70337	2.79851	98	31.67269	33.95650
9	0.01917	0.01917	39	0.11424	0.21442	69	1.85123	2.98506	99	34.09954	36.18444
10	0.01917	0.01917	40	0.12175	0.23113	70	2.03086	3.21670	100	36.77137	38.58954
11	0.02250	0.02250	41	0.13175	0.25285	71	2.23220	3.46356	101	38.96131	40.46553
12	0.02750	0.02750	42	0.14425	0.27792	72	2.45735	3.60444	102	41.33540	42.46701
13	0.03251	0.03251	43	0.15847	0.30802	73	2.77786	4.14835	103	43.94625	44.63067
14	0.03918	0.03918	44	0.17517	0.34398	74	3.07394	4.49708	104	46.81268	46.96694
15	0.05085	0.05085	45	0.19437	0.38183	75	3.39865	4.90432	105	49.92533	50.07476
16	0.06169	0.06585	46	0.21275	0.41679	76	3.76405	5.33891	106	53.35259	53.50743
17	0.07085	0.08087	47	0.23280	0.45614	77	4.16842	5.84602	107	57.17347	57.31532
18	0.07670	0.09255	48	0.24450	0.47792	78	4.65484	6.43457	108	61.41905	61.55471
19	0.07837	0.10089	49	0.25787	0.50306	79	5.21978	7.10897	109	66.17321	66.30602
20	0.07920	0.10589	50	0.27709	0.53910	80	5.83980	7.83478	110	71.52939	71.65768
21	0.07920	0.11090	51	0.29956	0.58186	81	6.55095	8.65446	111	72.70979	72.82524
22	0.07920	0.11674	52	0.33060	0.64059	82	7.29755	9.48906	112	73.88017	73.99281
23	0.08004	0.12175	53	0.36406	0.70691	83	8.10961	10.37259	113	75.07057	75.15037
24	0.08087	0.12842	54	0.40674	0.79009	84	9.01738	11.34326	114	76.25096	76.32793
25	0.08170	0.13593	55	0.45949	0.88429	85	10.04235	12.49853	115	77.43136	77.49550
26	0.08504	0.14261	56	0.51811	0.99027	86	11.19223	13.78043	116	78.61176	78.66307
27	0.08921	0.15096	57	0.57095	1.08225	87	12.45504	15.17947	117	79.79214	79.83064
28	0.08754	0.15179	58	0.62045	1.16240	88	13.84836	16.67389	118	80.97254	80.99920
29	0.08587	0.15096	59	0.67759	1.26530	89	15.33342	18.24576	119	83.33333	83.33333
									120	83.33333	83.33333

* Applies to Preferred Plus Rate Classes

TS004111

Table of Guaranteed Maximum Cost of Insurance Rates - Female

Basis of Calculation
Non-Tobacco User: 2001 CSO Female Nonsmoker Table
Tobacco-User: 2001 CSO Female Smoker Table

Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000	
	*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User
0	0.04001	0.04001	30	0.05835	0.09567	60	0.61877	1.17169	90	10.65716	13.74749
1	0.02917	0.02917	31	0.05668	0.09338	61	0.67164	1.26544	91	11.13848	13.93102
2	0.02167	0.02167	32	0.06002	0.09922	62	0.72959	1.37113	92	12.09273	14.68457
3	0.01667	0.01667	33	0.06336	0.10673	63	0.78925	1.47684	93	13.52742	15.91312
4	0.01585	0.01583	34	0.06836	0.11591	64	0.85400	1.58861	94	15.37195	17.60492
5	0.01500	0.01500	35	0.07420	0.12759	65	0.92553	1.71101	95	17.70248	19.96740
6	0.01500	0.01500	36	0.07920	0.13760	66	1.00470	1.84103	96	19.97365	22.27967
7	0.01750	0.01750	37	0.08567	0.14929	67	1.08153	1.98741	97	22.37358	24.66466
8	0.01750	0.01750	38	0.08921	0.15680	68	1.18257	2.14854	98	22.79151	24.78100
9	0.01750	0.01750	39	0.09422	0.16582	69	1.29502	2.32363	99	24.20411	25.97065
10	0.01834	0.01834	40	0.10006	0.17684	70	1.41259	2.51993	100	26.49423	28.05419
11	0.01917	0.01917	41	0.10589	0.18853	71	1.54611	2.74384	101	29.00286	30.33527
12	0.02250	0.02250	42	0.11257	0.20273	72	1.69997	2.99122	102	31.88786	32.91627
13	0.02500	0.02500	43	0.12091	0.21943	73	1.86484	3.25861	103	35.14321	35.77166
14	0.02750	0.02750	44	0.13093	0.23965	74	2.04621	3.55277	104	38.87255	38.97711
15	0.02917	0.02917	45	0.14261	0.26121	75	2.24758	3.94964	105	43.09248	43.15536
16	0.03251	0.03417	46	0.15597	0.28628	76	2.46909	4.17453	106	47.64149	47.74134
17	0.03417	0.03834	47	0.17266	0.31806	77	2.71347	4.52511	107	52.56350	52.66166
18	0.03501	0.04168	48	0.19103	0.35737	78	2.98433	4.90422	108	57.81604	57.91236
19	0.03751	0.04501	49	0.21108	0.40172	79	3.27761	5.31604	109	63.65206	63.74566
20	0.03751	0.04835	50	0.23447	0.45028	80	3.60652	5.76162	110	70.06599	70.15869
21	0.03834	0.05085	51	0.26037	0.50308	81	4.05506	6.39253	111	71.39272	71.47616
22	0.04001	0.05418	52	0.28963	0.56089	82	4.56366	7.08264	112	72.71945	72.79362
23	0.04001	0.05585	53	0.32140	0.62212	83	5.07336	7.76030	113	74.04618	74.11108
24	0.04168	0.06002	54	0.35486	0.68927	84	5.64004	8.49414	114	75.37292	75.42854
25	0.04168	0.06419	55	0.39084	0.75993	85	6.28261	9.23953	115	76.69965	76.74601
26	0.04418	0.06753	56	0.43269	0.83550	86	6.86953	9.86560	116	78.02639	78.06345
27	0.04751	0.07253	57	0.47625	0.91627	87	7.76030	10.85742	117	79.35313	79.38094
28	0.04835	0.07670	58	0.52317	0.99459	88	8.70032	11.87864	118	80.67986	80.69843
29	0.05168	0.08254	59	0.57012	1.08141	89	9.71331	12.90713	119	83.33333	83.33333
									120	83.33333	83.33333

*Applies to Preferred Plus Rate Classes

Settlement Options

Instead of payment in one sum, all or part of the Proceeds may be applied under one or more of the settlement options shown below. The right to elect and payments under a settlement option are subject to the conditions stated in this provision.

You may make, change or revoke an election at any time while the Insured is alive. Following the death of the Insured, the beneficiary may elect an option if You have not elected one or if Proceeds are payable in one sum. A beneficiary may make a change in payment under a settlement option only if You provided for it in Your election.

A change of beneficiary automatically cancels a previous election of a settlement option.

If this policy is assigned, the assignee's portion of Proceeds will be paid in one sum. Any balance of Proceeds may be applied under settlement options.

Proceeds placed under a settlement option for the benefit of any beneficiary must be at least $2,500 and payments to any payee must be at least $25.

If Proceeds are payable to an executor, administrator, trustee, corporation, partnership or association, payment will be in one sum unless We agree to payment under a settlement option.

Options

1. **Income for a Fixed Period** Monthly installments will be paid for a period agreed upon.

2. **Life Income** Monthly installments will be paid as elected under a, b or c:

   a. **Life Only** Installments will be paid for as long as the payee lives.

   b. **Guaranteed Period** Installments will be paid during the guaranteed period. After that, installments will be paid for as long as the payee lives.

   c. **Installment Refund** Installments will be paid until the sum of payments equals all Proceeds retained. After that, installments will be paid for as long as the payee lives.

   The amount of each installment is determined by the payee's sex and age nearest birthday when payments begin.

3. **Interest Installments** For a period agreed upon, Proceeds will be held by Us and will earn interest at a rate We declare annually. This rate will be at least the rate shown on page 16.

   During the period agreed upon:

   a. interest will be paid monthly to the payee; or

   b. interest can be allowed to accumulate.

   At any time during the period agreed upon, Proceeds may be placed under one of the other settlement options.

4. **Income of Fixed Amount** Monthly installments will be paid in an amount agreed upon until Proceeds and interest are exhausted.

5. **Annuity Settlement Option** Instead of any other settlement option, the Proceeds may be used to provide an income based on Our Single Premium Immediate Annuity rates and rules in effect on the date the Proceeds are payable. The amount of each installment will be adjusted to make it payable at the beginning of the payment period.

The amount of each installment provided by the Proceeds will be consistent with the installment which normally would be paid under Our Single Premium Immediate Annuity.

The amount of each installment based on Our Single Premium Immediate Annuity is determined by the payee's sex and age nearest birthday when installments begin.

When Installment Payments Begin Interest under option 3 will be paid at the end of each payment period. Payments under other options are made at the beginning of each payment period. Payment periods begin on the date Proceeds become due and payable.

Guaranteed and Excess Interest Payments are calculated at the guaranteed interest rate as shown on page 16. When We declare more than that rate, the excess will be paid as part of each payment under options 1, 3 and 4 and during the guaranteed and refund periods under option 2.

Protection Against Creditors Funds held and payments made under settlement options shall not be assigned and, to the extent permitted by law, shall not be subject to levy, attachment or other judicial process.

Other Conditions and Provisions Before payments begin under a settlement option, this policy must be exchanged for a supplementary contract expressing the terms of settlement.

Unless otherwise provided in the supplementary contract, the present value of any payments due after the death of the last surviving payee will be paid to that payee's estate.

Any Debt will decrease the amount placed under a settlement option unless the Debt is paid before installment payments begin.

Settlement Option Tables

Monthly Installments per $1,000 of Proceeds

Guaranteed Basis of Calculation for Payment Option Installments:
Option 1, 3 and 4: 2.00% interest compounded annually
Option 2 and 5: 2.00% interest compounded annually and the Annuity 2000 Mortality Table with two-year age setback

Option 1 - Income for Fixed Period

No. of Years	Monthly Income	No. of Years	Monthly Income	No. of Years	Monthly Income	No. of Years	Monthly Income	No. of Years	Monthly Income	No. of Years	Monthly Income
5	$17.49	8	$11.25	11	$8.42	14	$6.81	17	$5.77	20	$5.04
6	14.72	9	10.10	12	7.80	15	6.42	18	5.53		
7	12.74	10	9.18	13	7.26	16	6.07	19	5.25		

Option 2 - Life Income

Male Payee

Age of Payee	Life Only	Guaranteed Period 5 Yrs.	10 Yrs.	15 Yrs.	20 Yrs.	Instm't Refund
40	$2.90	$2.90	$2.89	$2.88	$2.87	$2.82
41	2.94	2.94	2.93	2.92	2.91	2.86
42	2.98	2.98	2.98	2.97	2.95	2.89
43	3.03	3.03	3.02	3.01	2.99	2.93
44	3.08	3.08	3.07	3.06	3.03	2.97
45	3.13	3.13	3.12	3.11	3.08	3.01
46	3.18	3.18	3.17	3.16	3.12	3.06
47	3.23	3.23	3.22	3.20	3.17	3.10
48	3.29	3.29	3.28	3.25	3.22	3.15
49	3.35	3.35	3.33	3.31	3.27	3.20
50	3.41	3.41	3.39	3.37	3.32	3.25
51	3.48	3.47	3.46	3.43	3.38	3.30
52	3.55	3.54	3.52	3.49	3.43	3.35
53	3.62	3.61	3.59	3.55	3.49	3.41
54	3.70	3.69	3.66	3.62	3.55	3.47
55	3.78	3.77	3.74	3.69	3.61	3.53
56	3.86	3.85	3.82	3.76	3.67	3.59
57	3.95	3.94	3.90	3.84	3.74	3.66
58	4.04	4.03	3.99	3.92	3.80	3.73
59	4.14	4.13	4.08	4.00	3.87	3.81
60	4.25	4.23	4.18	4.09	3.94	3.88
61	4.36	4.34	4.28	4.17	4.01	3.96
62	4.48	4.46	4.39	4.27	4.07	4.04
63	4.61	4.58	4.51	4.36	4.13	4.13
64	4.74	4.72	4.62	4.46	4.21	4.23
65	4.89	4.85	4.75	4.56	4.28	4.32
66	5.04	5.01	4.88	4.66	4.35	4.43
67	5.21	5.16	5.02	4.76	4.41	4.53
68	5.38	5.33	5.16	4.87	4.48	4.64
69	5.57	5.51	5.31	4.97	4.54	4.75
70	5.77	5.70	5.46	5.08	4.60	4.88
71	5.99	5.90	5.62	5.18	4.65	5.01
72	6.21	6.11	5.79	5.29	4.70	5.14
73	6.45	6.33	5.95	5.39	4.75	5.28
74	6.71	6.57	6.13	5.49	4.79	5.44
75	6.99	6.81	6.30	5.58	4.83	5.59
76	7.28	7.07	6.48	5.67	4.87	5.76
77	7.60	7.35	6.66	5.75	4.90	5.93
78	7.93	7.64	6.84	5.84	4.92	6.11
79	8.29	7.94	7.02	5.92	4.95	6.30
80	8.68	8.25	7.20	5.99	4.97	6.50
81	9.09	8.58	7.37	6.05	4.98	6.72
82	9.53	8.93	7.54	6.11	5.00	6.92
83	10.00	9.29	7.71	6.16	5.01	7.16
84	10.50	9.56	7.87	6.21	5.02	7.41
85 & over	11.04	10.04	8.02	6.24	5.02	7.65

Female Payee

Age of Payee	Life Only	Guaranteed Period 5 Yrs.	10 Yrs.	15 Yrs.	20 Yrs.	Instm't Refund
40	$2.74	$2.74	$2.74	$2.74	$2.73	$2.70
41	2.78	2.78	2.78	2.77	2.76	2.73
42	2.82	2.82	2.81	2.81	2.80	2.77
43	2.86	2.86	2.85	2.85	2.84	2.80
44	2.90	2.90	2.89	2.89	2.87	2.84
45	2.94	2.94	2.93	2.93	2.91	2.87
46	2.98	2.98	2.98	2.97	2.95	2.91
47	3.03	3.03	3.02	3.01	3.00	2.95
48	3.08	3.08	3.07	3.06	3.04	2.99
49	3.13	3.13	3.12	3.11	3.09	3.04
50	3.18	3.18	3.17	3.16	3.14	3.08
51	3.24	3.24	3.23	3.21	3.19	3.13
52	3.30	3.29	3.28	3.27	3.24	3.18
53	3.36	3.35	3.34	3.32	3.29	3.23
54	3.42	3.42	3.41	3.38	3.35	3.28
55	3.49	3.49	3.47	3.45	3.40	3.34
56	3.56	3.56	3.54	3.51	3.46	3.40
57	3.64	3.63	3.62	3.58	3.53	3.46
58	3.72	3.71	3.69	3.65	3.59	3.52
59	3.80	3.80	3.77	3.73	3.66	3.59
60	3.89	3.89	3.86	3.81	3.72	3.66
61	3.99	3.98	3.95	3.89	3.79	3.73
62	4.09	4.08	4.04	3.98	3.87	3.81
63	4.20	4.19	4.14	4.07	3.94	3.89
64	4.31	4.30	4.25	4.16	4.01	3.98
65	4.43	4.42	4.36	4.25	4.09	4.07
66	4.56	4.54	4.48	4.36	4.16	4.16
67	4.70	4.68	4.60	4.46	4.24	4.26
68	4.85	4.82	4.74	4.57	4.31	4.37
69	5.01	4.98	4.87	4.68	4.39	4.47
70	5.18	5.14	5.02	4.79	4.46	4.59
71	5.36	5.32	5.18	4.91	4.53	4.72
72	5.56	5.51	5.34	5.03	4.59	4.84
73	5.77	5.71	5.51	5.14	4.65	4.98
74	6.00	5.93	5.68	5.26	4.71	5.13
75	6.25	6.16	5.87	5.37	4.76	5.29
76	6.52	6.41	6.06	5.49	4.81	5.44
77	6.81	6.68	6.26	5.59	4.85	5.62
78	7.12	6.96	6.46	5.70	4.88	5.75
79	7.46	7.26	6.66	5.79	4.92	5.99
80	7.83	7.58	6.86	5.88	4.94	6.16
81	8.23	7.93	7.07	5.96	4.96	6.39
82	8.66	8.29	7.27	6.03	4.98	6.63
83	9.13	8.67	7.47	6.10	5.00	6.86
84	9.63	9.07	7.65	6.16	5.01	7.11
85 & over	10.18	9.48	7.84	6.21	5.02	7.37

Option 3 - Interest Installments

Monthly	$ 1.65
Quarterly	$ 4.98
Semi-Annually	$ 9.95
Annually	$ 20.00

Option 4 - Income of Fixed Amount

Monthly Instm't	Years	Months	Monthly Instm't	Years	Months	Monthly Instm't	Years	Months
$5.00	20	2	$7.50	12	6	$12.50	7	1
5.00	16	2	8.00	11	7	15.00	5	10
6.67	14	4	9.00	10	2	16.67	5	3
7.00	13	5	10.00	9	1	17.50	4	11

At the end of the Option 4 periods shown, there may be a small remaining balance which will be paid

The Lincoln National Life Insurance Company
Service Office: 100 North Greene Street, P.O. Box 21008, Greensboro, North Caroline 27420

MINIMUM DEATH BENEFIT ENDORSEMENT

This Endorsement is a part of this policy and it takes effect on the Policy Date. This Endorsement is subject to the terms and conditions of this policy unless otherwise stated herein. There is no additional charge associated with this benefit.

Notwithstanding any provision to the contrary contained in this policy, the Death Benefit of the policy will equal the greater of (a) or (b), where:

a) is the Death Benefit as described in the Death Benefit provision of the policy; and

b) is the Debt (policy loan plus accrued interest due) under the policy on the date of death of the second insured (primary insured if a single life policy) plus $5,000.

Termination

This Endorsement will cease if the policy is surrendered or otherwise terminated.

Secretary

END-3828

The Lincoln National Life Insurance Company
PO Box 21008, Greensboro, NC 27420-1008

Lincoln Financial Group®

SUPPLEMENTAL APPLICATION

MARVIN SCHILLER | | JJ7025348

Name of Proposed Insured | Name of Additional Insured | Policy Number

The undersigned hereby amends his/her/their application for insurance dated 4/9/2008.

ALL THE FOLLOWING QUESTIONS APPLY TO THE PROPOSED INSURED AND ANY PROPOSED ADDITIONAL INSURED, IF APPLICABLE.

	Proposed Insured		Additional Insured		If the answer to any of these questions is "YES", give complete details for each insured including date of last treatment and name/address of attending physicians.
1. Since the date of the application, have you:	YES	NO	YES	NO	
a. started racing of any kind, skin or scuba diving, parachuting, sky-diving, or hang gliding; mountain, rock or technical climbing, or participating in private aviation?					
b. applied for life or health insurance to any other insurance company or had any life or health insurance reinstated, declined, postponed or modified?					
c. been paid or made claim for any benefits for injuries or sickness?					
d. had symptoms or been diagnosed with a nervous or mental disorder, diabetes, heart disorder, chest pains, cancer or tumor, liver disorder, abdominal disorder, kidney disorder, high blood pressure, or any other medical condition?					
e. received any treatment for any illness or injury or had any x-rays, scans, EKGs, stress tests, blood tests or any other diagnostic test or procedure?					
f. had any surgical operation or been advised to have any surgical operation which has not been performed?					
g. been admitted to a hospital, or other medical facility or been treated at any hospital, clinic or any other medical facility?					
h. consulted or have an appointment to consult a doctor, surgeon, or other medical practitioner?					
i. changed occupations (for disability coverage only)? New Occupation: _____ New Duties: _____					

Each of the Undersigned declares that:
I agree that this Supplemental Application will be considered an amendment and supplement to my original application.
I have read, or have had read to me, the completed Supplemental Application before signing below. All statements and answers in this application are correctly recorded, and are full, complete and true. I UNDERSTAND that any false statements or material misrepresentations may result in the loss of coverage issued in reliance on this application.

Signed in _____ (state), this _____ day of _____ (month) _____ (year)

Signature of Proposed Insured
(If under age 14, signature of parent or legal guardian)

Signature of Additional Insured, if applicable
(If under age 14, signature of parent or legal guardian)

Signature of Applicant/Owner/Trustee, (If other than Proposed Insured)
(Provide Officer's Title if policy is owned by a corporation)

Signature of Agent

Date

This Supplemental Application will be attached to and made a part of the policy.

TS004116

Lincoln Financial Group®

The Lincoln National Life Insurance Company, PO Box 21008, Greensboro, NC 27420-1008

AMENDMENT TO APPLICATION FOR INSURANCE

Policy No. LI7025248

The undersigned hereby amends his or her application for insurance dated 4/9/2008 on the life of Marvin Schiller.

We are authorized to make the following alterations in or additions to the application and to issue a policy as may be necessary to conform to said application as modified herein. I hereby accept the policy as issued.

This policy has been issued with knowledge that other applications are pending with other insurers, which may or may not be accepted by you. It is a condition of our issuance of this policy that the total life insurance in force, with Lincoln and with the other insurers to which you have applied, will not exceed $10,000,000. We are aware and accept that you also have a $10,000 policy in force that will remain in force. By signing below, you agree to immediately discontinue application to, not accept delivery of a policy from other insurers so that the in force limit is satisfied.

Dated in _____, this _____ day of _____ _____
(state) (month) (year)

Signature of Proposed Insured (Parent or Guardian if under 14 years of age)	Signature of Proposed Insured (Parent or Guardian if under 14 years of age)
Signature of Owner (If other than Proposed Insured)	Signature of Owner (If other than Proposed Insured)
Signature of Witness	Signature of Spouse (If coverage applied for)

TS004117

Lincoln Financial Group®

The Lincoln National Life Insurance Company
Service Office: PO Box 21008, Greensboro, NC 27420-1008
(hereinafter referred to as "the Company")

APPLICATION FOR LIFE INSURANCE - PART 1

PROPOSED INSURED A

1. Name (First / Middle / Last)	2. Sex	3. Date of Birth (mm/dd/yy)
Marvin / / Schiller	☒ Male ☐ Female	5/25/1933

4. Place of Birth (State, Country)	5. Social Security Number (xxx-xx-xxxx)	6. Driver License # & State
New York, US		

7a. Home Address (Street)	City	State	7b. Home Address Zip Code
17319 Saint James Court	Boca Raton	FL	33496

8. Employer	9. Occupation/Duties
8a. Business Address (Street) / City / State	11. Phone Number (check all and complete those to contact): Primary: 561-477-8313 ☒ AM ☐ PM; Work: ☐ AM ☐ PM; Email:
8b. Business Address Zip Code	
12. Annual Earned Income: $	13. Annual Unearned Income: $ 600,000
14. Total Assets: $	15. Total Liabilities: $
16. Net Worth: $ 14,000,000	17. In the last 5 years have you filed for bankruptcy? ☐ Yes ☒ No (If "Yes", complete the Financial Supplement)

18. Are you considering stopping premium payments, surrendering, replacing, forfeiting, assigning to the insurer or reducing your benefits under an existing policy or annuity, or are you considering using or borrowing funds from your existing policies or annuities to pay premiums due on the new or applied for policy? ☐ Yes ☒ No
(If "Yes", please complete and sign all required replacement forms and complete Question 19.)

19. What is the total amount of all inforce insurance on your life? (Please list on the following.) If none, check this box: ☐

Company	Face Amount	Policy Number	Issue Date (mm/dd/yy)	Replacement or Change of Policy?	Check here if 1035 Exchange
does not recall name	$ 30,000			☐ Yes ☒ No	☐
	$			☐ Yes ☐ No	☐
	$			☐ Yes ☐ No	☐
	$			☐ Yes ☐ No	☐

20. Have you ever applied for life, health or disability insurance and been declined, postponed or charged an increased premium? (If "Yes", provide details in Question 26.) ☐ Yes ☒ No

21. Do you have any applications currently pending or do you plan to apply for new life or disability insurance coverage with any other company? (If "Yes" to Question 21, complete with details below.) ☒ Yes ☐ No

Company	Amount	Type (Life or Disability)	Riders Policy Applied For
Nationwide	$ 10,000,000	Life	pending
Transamerica	$ 10,000,000	Life	pending
Phoenix and ING	$ 10,000,000 ea	Life	pending

22. Will you, the proposed insured and/or beneficiary, and/or any entity on your behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise, if this policy is issued? (If "Yes", provide details in Question 26.) ☐ Yes ☒ No

23. Have you, the proposed insured, been involved in any discussion about the possible sale or assignment of this policy or a beneficial interest in a trust, LLC or other entity created or to be created on your behalf? (If "Yes", provide details in Question 26.) ☐ Yes ☒ No

24. Have you, the proposed insured, ever sold a policy to a life settlement, viatical or other secondary market provider, or are you in the process of selling a policy? (If "Yes", provide details in Question 26.) ☐ Yes ☒ No

25. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? (If "Yes", please complete the Premium Financing Application Supplement.) ☒ Yes ☐ No

26. Details: (List details from questions above, please indicate question number details pertain to.)

#25.: CFC of Delaware II, LLC

TS004118

OWNER INFORMATION *(If left blank, Proposed Insured(s) will be owner)*

If a Trust, provide Trustee Name(s), Trust Name.

Owner Name *(First, Middle, Last)*: Marvin Schiller 2008 Irrevocable Trust

Citizen of (Country):

Owner Address: 333 South 7th Street, #150, Minneapolis, MN 55402

Date of Birth *(If applicable, Trust only)*:

Owner Social Security or Tax ID #: 26-6326840

Relationship to Proposed Insured(s): Trust

Trust Date *(mm/dd/yyyy)*: 4/9/08

34. Is this policy being purchased as part of an employer owned life insurance program where the employer is the direct or indirect beneficiary of the policy? ☐ Yes ☒ No

35. Will you, the proposed owner and/or beneficiary and/or any entity on your behalf, have or pay compensation whether it is the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise, if this policy is issued? ☐ Yes ☒ No

36. Have you, the proposed owner, been involved in any discussion about the possible sale or assignment of this policy to a third party, a trust, LLC or other entity created or to be created on your behalf? ☐ Yes ☒ No

37. Is this policy being purchased with a premium financing loan or other third party financial arrangement or plan of compensation between you and any person or entity? ☒ Yes ☐ No

38. Details: *(If you answered "yes" to any question above, please provide details below.)*

#37 : CFC of Delaware II, LLC

COVERAGE INFORMATION

39. Plan of Insurance: Lincoln Life Guarantee Plus *(If you are applying for Joint, Current Term Term Cash, please complete the Supplemental LTC Supplement to Application. If you are applying for variable life insurance, please complete Prospectus, Illustration and Questionnaire forms.)*

40. Amount of Insurance (Specified Amount, if UL or VUL): $10,000,000

41. (i) Death Benefit Option: *(Available for Indexed Universal Life Products and some products for Term or Whole Life)*

☒ Level ☐ Increase by Cash Value ☐ Increase by Premium ☐ Increase by Premium Less Policy Factor

(ii) Death Benefit Qualification Test - For IRS purposes, premiums will be tested using the Guideline Premium Test unless Cash Value Accumulation Test is checked (not available on all products). Cannot be changed after issue.

42. Additional Benefits and Riders: ☐ Waiver of Premium ☐ Accelerated Benefit Rider ☐ Disability Income Rider *(Complete DI Supplement)* ☐ Waiver Monthly Deductions ☐ Waiver Specified Premium: $ ☐ Term on Spouse/Other Insured Rider: $ ☐ Children's Term Insurance Rider *(Complete Child's Supplement)* ☐ Supplemental Coverage: $

☐ Other Benefits and Riders *(not listed above)*. Please provide full details *(e.g. coverage amounts/percentages/etc.)*:

43. State Agent *(producer)* is Resident State: ☐ Yes ☐ No *(If not, writing agent must complete Producer Section)*

TS004119

47. Complete only if applying for Variable Life Insurance with the Company. Submit Premium Allocation and Disclosure Form for Variable Universal Life with Application:

Suitability	Yes	No
1. Have you, the Proposed Insured(s) and the Owner, if other than the Proposed Insured(s), received a current Prospectus for the policy applied for and have you had sufficient time to review it?	☐	☐
2. Do you understand that the amount and duration of the death benefit may increase or decrease depending on the investment performance of funds in the Separate Account?	☐	☐
3. Do you understand that the cash values may increase or decrease depending on the investment performance of the assets held in the Separate Account?	☐	☐
4. With this in mind, do you believe that the policy applied for is in accord with your insurance objectives and your anticipated financial needs?	☐	☐

CASH VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE EXPERIENCE OF THE SEPARATE ACCOUNT. THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS.

BILLING INSTRUCTIONS AS AVAILABLE PER PRODUCT

48. Planned Premium: $ 495,400 | 49. Lump Sum: $ | ☐ 1035 Exchange

50. Premium Frequency: ☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly (EFT) ☐ Other

51. Special Billing: *Use if applicable* ☐ New Direct Bill ☐ Existing Direct Bill *(provide #)*

52. Automatic Premium Loan *(Complete for Whole Life only)*: ☐ Yes ☐ No

53. Premium Notices To: *(Check all that apply. Please note we cannot bill to post office)*

☐ Insured at Residence ☐ Insured at Business ☐ Owner ☐ Other

54. Special Instructions:

BENEFICIARY DESIGNATION *Beneficiaries share equally unless otherwise indicated*

► If a Trust, provide Trustee Name(s), Trust Name and date of Trust.

55. Primary Beneficiary(ies):	56. Social Security or Tax ID #:	57. Relationship to Proposed Insured:
Harriet Schuller 2008 Irrevocable Trust	26-6326840	Trust
58. Contingent Beneficiary(ies):	59. Social Security or Tax ID #:	60. Relationship to Proposed Insured:
61. Beneficiary for Spouse/Other Insured Term Rider	62. Social Security or Tax ID #:	63. Relationship to Spouse/Other Insured:

TS004120

GENERAL RISK INFORMATION - PROPOSED INSURED A

b) Do you now, or do you plan to fly, or have you flown during the past 2 years, as a pilot, student pilot or crew member? ☐ Yes ☒ No
If "Yes", an Aviation Supplement is required.

c) Do you plan to participate, or have you participated within the past 2 years, in organized motor vehicle or boat racing, or hang gliding, sky or scuba diving, or mountain, rock or technical climbing? ☐ Yes ☒ No
If "Yes", an Aviation Supplement is required.

d) Do you now, or do you plan to reside or travel outside of the United States or Canada within the next year? ☒ Yes ☐ No
If "Yes", a Foreign Travel or Residence Supplement is required.

e) Have you ever used tobacco or products containing nicotine? *If "Yes", check all that apply* ☒ Yes ☐ No

Type	Cigarettes ☒	Cigars ☒	Pipe ☐	Chew Tobacco ☐	Snuff ☐	Nicotine Patches/Gum ☐
Date First Used (mm/dd/yyyy)	1967	1/31/07				
Date Last Used (mm/dd/yyyy)						
Amount and Frequency	occasionally					

▶ If you answer "Yes" to any of the following questions, please give details in the space provided below.

f) In the past 5 years, have you been convicted of two or more moving violations, driving under the influence of alcohol or other drugs, or had your driver's license suspended, restricted or revoked? ☐ Yes ☒ No
If "Yes", please indicate what type and date in space provided below.

g) Are you currently receiving, or within the past 10 years have you received or applied for, any disability benefits, including Worker's Compensation, Social Security Disability Insurance or any other form of disability insurance? ☐ Yes ☒ No
If "Yes", provide details below.

h) Have you ever been convicted of a felony? *If "Yes", indicate year, date and explanation of felony and if on parole or probation, so state in space provided below.* ☐ Yes ☒ No

i) Are you a member of, or applied to be a member of, or received a notice of eligible service in, the Armed Forces, reserves or National Guard? *If "Yes", please indicate if active or retired, for how many years, rank, status, medical issues, etc. and current duty status if applicable. If applicable, has form been signed, or when and where, in the space provided below.* ☐ Yes ☒ No

j) Are you a citizen of the United States? ☒ Yes ☐ No
If "No", please provide country of citizenship, expiration date and green card information in space provided below.

k) Details: *Use this space for any explanations, including any of the above questions.*

TS004121

MEDICAL INFORMATION - PROPOSED INSURED A *(answer the questions when required)*

► If you answer "Yes" to any of the following questions, please give details in the space provided on the next page.

71 Provide full name/address/phone number of personal physician(s) and any other physicians seen:

Dr. Robert M. Colton 1905 Clint Moore Rd #206
Boca Raton Fl. 33496

a Date and reason of last visit January 2006 physical exam

b Tests performed & treatment received

72 Height 5 ft 10 in Weight lbs.

a Has your weight changed by more than 10 pounds during the past 12 months? Yes No

b If "Yes", by how many pounds? Gain Loss

	Yes	No
73 Have you had or been advised to have a check-up, ECG, x-ray, blood or urine test or any other diagnostic test or are you now planning to seek medical advice or treatment for any reason?	☐	☒
74 Have you been a patient in a hospital, clinic, sanatorium or other medical facility, or been advised to have any hospitalization or surgery which has not been completed?	☐	☒
75 Have you ever had, been diagnosed and/or treated for: See exam		
a Chest pain, palpitations, high blood pressure, heart disease, heart murmur, heart failure or other disorders of the heart or blood vessels?	☐	☒
b Any tumor, cancer, cyst, melanoma, lymphoma or any disorder of the lymph nodes?	☐	☒
c Anemia, leukemia, clotting disorder or any other blood disorder?	☐	☒
d Diabetes, elevated blood sugar, thyroid, or other endocrine or glandular disorder?	☐	☒
e Asthma, emphysema, shortness of breath, allergies, sleep apnea, tuberculosis, sarcoidosis, persistent hoarseness or shortness of breath or any other disorder of the respiratory system?	☐	☒
f Seizures, fainting, dizziness, epilepsy, stroke, paralysis or other neurologic or brain disorder?	☐	☒
g Any nervous, mental, or emotional disorder, or received counseling for anxiety, depression, stress or any other emotional condition?	☐	☒
h Ulcers, colitis, jaundice, hepatitis, cirrhosis, gastrointestinal bleeding, or other disorder of the stomach, esophagus, liver, intestines, gallbladder, or pancreas?	☐	☒
i Any complication of pregnancy or disorder of the testicles, prostate, breasts, ovaries, uterus, cervix, kidney or urinary bladder?	☐	☒
j Arthritis, gout, or any disorder of the back, spine, muscles, nerves, bones, joints or skin?	☐	☒
k Any disorder of the eyes, ears, nose or throat?	☐	☒
l Any mental or physical disorder medically or surgically treated condition not listed above?	☐	☒
76 Have you ever been diagnosed as having or been treated by a physician for Acquired Immune Deficiency Syndrome or an AIDS related condition?	☐	☒
77 Do you use alcoholic beverages?	☐	☒
a "Yes", please give details & amount Type Frequency Amount		
78 In the past 5 years, have you been treated for drug or alcohol abuse or been advised by your doctor to limit your use of alcohol or any medications, prescribed or not?	☐	☒
79 In the past 5 years, have you used or experimented with cocaine, marijuana, or other non-prescription stimulants, depressants, or narcotics?	☐	☒

80 List all medication and dosages you are currently taking or have taken in the last 30 days, including prescriptions, over the counter drugs, aspirin and herbal supplements.

TS004122

MEDICAL INFORMATION - PROPOSED INSURED A CONTINUED

81. Details

S?	Age If Living & Health Status	Diabetes Cancer Heart Disease? (indicate type of cancer)	Age at Death & Cause
a. Father			
b. Mother			
c. Sibling(s)			

SERVICE OFFICE ENDORSEMENTS

TS004123

AGREEMENT AND ACKNOWLEDGEMENT

Each of the Undersigned declares that:

1. This Application consists of: a) Part I Application; b) Part II Medical Application, if required; c) any amendments to the application(s) attached thereto; and d) any supplements, all of which are required by the Company for the plan, amount and benefits applied for. If the application includes no Secondary Insured (Insured II), the application shall be complete without pages 1b, 1b, 5b, and 6b.

2. I/We further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made and acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

   I/We have paid $ 0.00 to the Agent/Representative in exchange for the Temporary Life Insurance Agreement and have acknowledge that I/we fully understand and accept its terms.

3. No agent, broker or medical examiner has the authority to make or modify any Company contract or to waive any of the Company's requirements.

4. I HAVE READ, or have had read to me, the completed Application for Life Insurance before signing below. All statements and answers in the application are complete and true to the best of my knowledge and belief.

5. For employer owned life insurance policies, the owner hereby acknowledges its sole responsibility for ensuring that it complies with all legal and regulatory requirements related to life insurance it purchases on its employees, including appropriate disclosure to each employee whose life is insured under such a life insurance policy.

6. Corrections, additions or changes to this application may be made by the Company. Any such changes will be shown under "Service Office Endorsements". Acceptance of a policy issued with such changes will constitute acceptance of the changes. No change will be made in classification (including age at issue), plan, amount, or benefits unless agreed to in writing by the Applicant.

STATE DISCLOSURES

All jurisdictions except AR, AZ, CT, DC, FL, KS, KY, LA, ME, MN, NJ, NM, OH, OK, PA, TX, VA and WA. Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Only. *Warning:* Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes a claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of insurance fraud.

Washington Only. Any person who knowingly presents a false or fraudulent claim for the payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

AR, DC, KY, ME, NM, OH and PA Only. Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

Connecticut and Texas Only. Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, as determined by a court of competent jurisdiction.

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

TRUST VERIFICATION

I/WE hereby certify that the Trustee(s) named in this application are the Trustee(s) for the named Trust, which is in full force and effect. The Company assumes no obligation to inquire into the terms of any trust agreement affecting this policy and shall not be held liable for any party's compliance with the terms thereof. The Company may rely solely upon the signature(s) of the Trustee(s) named in this application to any receipt, release or waiver, or to any transfer or other instrument affecting this policy or any options, privileges or benefits thereunder. Unless otherwise indicated, the signature(s) of all Trustee(s) named, or their successors, will be required to exercise any contractual right under the policy. The Company shall have no obligation to see to the use or application of any funds paid to the Trustee(s) in accordance with the terms of the policy. Any such payment made by the Company to the Trustee(s) shall fully discharge the Company with respect to any amounts so paid.

TS004124

AUTHORIZATION

Each of the undersigned declares that:

I/We authorize any medical professional, hospital or other medical institution, except AIDS test, or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or personality to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf. I/We understand and consent to disclosure of medical information to A.M.B., Inc., and to other licensees to which I/we may apply for insurance.

I/We acknowledge receipt of the Privacy Notice and the important Notice concerning the Investigative Consumer Report and Right to Information.

This authorization shall be valid for 24 months after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to receipt will not be affected.

The purpose of this authorization is to allow the Company to determine eligibility for life insurance or a claim for benefits payable under a policy.

I/We have been interviewed for an Investigative Consumer Report to be prepared.

The undersigned declares that the number(s) listed is/are his/her social security number(s). Signature(s) below certifies the truth of this statement.

SIGNATORY SECTION

Signed at: Minneapolis (City) Minnesota (State) this 9 day of April (month) 2008 (year)

Signature of Proposed Insured A
(Person or Trustee if under 14 years of age)

Signature of Proposed Insured B (if coverage applied for)
(Person or Trustee if under 14 years of age)

Marvin Schiller 2008 Irrevocable Trust
BNC National Bank, Trustee

Signature of Applicant/Owner/Trustee (if owner is not insured)
Parent, Owner's title if policy is owned by a minor)

SEE OWNERS STATEMENT ATTACHED TO APPLICATION

Signature of Licensed Agent, Broker or Registered Representative

Simon Bernstein

Name of Licensed Agent, Broker or Registered Representative
(Please print)

APPLICABLE TO VARIABLE LIFE ONLY

I have reviewed the Application, New Account Form(s), Premium Allocation and Dollar Cost Average Form and find the transaction to be suitable

Signature of Registered Principal of Broker/Dealer

Name of Registered Principal of Broker/Dealer (Please Print)

LET 0850 9

Page 1 of 2

Supplemental Text to Section XI "Service Office Endorsements" on Page 5 of the Application for Life Insurance on Marvin Schiller dated 04/09/2006.

C39: Plan is Lincoln LifeGuarantee Plus UL.

Lincoln Financial Group®

The Lincoln National Life Insurance Company
Service Office: PO Box 21908, Greensboro, NC 27420-1908
(hereinafter referred to as "the Company")

PREMIUM FINANCING SUPPLEMENT

Proposed Insured _____ Date of Birth (mm/dd/yy) _____

1. Please provide the name of the premium financing plan, the lending institution, and/or other person or entity who is providing the funds to pay the premiums for this policy.

   CFC of Delaware LLC

2. Is the life insurance policy being applied for the sole collateral, or does it represent a portion of the collateral for the loan? *(Describe the collateral for the financing arrangement.)*

   The life insurance policy represents a portion of the collateral. Additional collateral, in the amount of 25% of the loan amount, is also pledged.

3. Do the premium financing terms include an assignment of the death benefit to the lender that exceeds the amount funded to pay the premiums for the policy? ■ Yes ☐ No *(If "Yes", provide details below.)*

   The lender provides the option to either pay closing costs in cash at closing or capitalize such amounts. Also, interest can be paid currently or capitalized as elected.

4. Do the premium financing terms provide an exit strategy that would allow the insured or owner to transfer ownership of the policy to the entity that provided the premium financing or to another person or entity in lieu of repayment of the loan without any liability? ☐ Yes ■ No *(If "Yes", provide details below.)*

5. Are any additional funds being loaned to the proposed insured or owner beyond the amount required to pay the premiums for the policy? ■ Yes ☐ No *(If "Yes", provide details below.)*

   The lender provides the option to either pay closing costs in cash at closing or capitalize such amounts. Also, interest can be paid currently or capitalized as elected.

I have read or have had read to me the completed Premium Financing Supplement before signing below. All statements and answers in this Supplement are correctly recorded and are full, complete and true to the best of my knowledge and belief. I agree that this Premium Financing Supplement constitutes a part of my application for insurance. I understand that any false statements or material misrepresentations may result in the loss of coverage under the policy.

Signed in _____ (state) this _____ day of _____ (month) _____ (year)

_____
Signature of Proposed Insured (Parent or Guardian if under 14 years of age)

_____
Witness

_____
Signature of Applicant/Owner/Trustee (If other than Proposed Insured)
(Provide Officer's Title if policy is owned by a Corporation)

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

TS004127

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~~THE LINCOLN NATIONAL~~
LIFE INSURANCE COMPANY

Service Office: 100 North Greene Street
P.O. Box 21008
Greensboro, NC 27420

When writing the Service Office, please give the policy number, Insured's full name and Your address.

Important Information

This policy is a valuable asset. Read it carefully and file it with Your other valuable papers.

If You need any of the following services, contact your Lincoln National Life Insurance Company Agent or Our Service Office at 800-487-1485:

1. Information about this policy.
2. Preparation of claims papers, or other notices, elections or requests.
3. Examination of any proposal that You lapse or surrender this policy - this is for Your own protection.
4. Additional life insurance service

FLEXIBLE PREMIUM
ADJUSTABLE LIFE INSURANCE POLICY WITH COVERAGE PROTECTION GUARANTEE

Proceeds payable at death. Adjustable Death Benefit. Flexible premiums payable to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy values may increase or decrease as determined by declared interest and risk rates. Non-participating – No Dividends.

F5970

Lincoln Financial Group

LINCOLN LIFEGUARANTEE℠ Plus UL

Prepared by Ted Bernstein
950 Peninsula
Corporate Circle
Suite 3010
Boca Raton, FL 33487
Tel 561 988 8954
Fax 561 988 0543

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared For: Marvin Schiller

Table of Contents

Policy Form UL5070 and state variations thereof

Section A: ***Understanding Your Illustration***

In this section, you will find a brief description of this *Lincoln LifeGuarantee℠* Plus UL life insurance illustration.

Section B: ***Summary of Values***

This section includes a numeric summary of the benefits and values of the illustration.

Section C: ***Guaranteed Values***

This section provides the guaranteed benefits and values of the illustration in this section.

Section D: ***Illustrated Values***

This section shows how your specific design performs using non-guaranteed assumptions.

Section E: ***Supplementary Information***

This section provides information about specific assumptions used in the illustration.

THIS IS A LIFE INSURANCE ILLUSTRATION AND NOT A CONTRACT. ACTUAL RESULTS MAY VARY FROM THE ILLUSTRATED VALUES SHOWN IN THIS ILLUSTRATION.

GUARANTEES ARE BACKED BY THE FINANCIAL STRENGTH OF THE LINCOLN NATIONAL LIFE INSURANCE COMPANY ("Lincoln").

EXHIBIT "B"

TS004130

Lincoln Financial Group

LINCOLN LIFEGUARANTEE℠ Plus UL

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: Ted Bernstein
950 Peninsula
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Suite 3010
Boca Raton, FL 33487
Tel: 561 558 6958
Fax: 561 988 0833

Prepared For: Marvin Schiller

Section A: Understanding Your Illustration

Lincoln LifeGuarantee℠ Plus UL

Lincoln LifeGuarantee℠ Plus provides life insurance protection with a secondary death benefit guarantee that can guarantee coverage for life (Coverage Protection Guarantee), plus significant account value growth. Premiums are payable until the insured's age 121. If the policy is in force at that time, the policy is guaranteed to continue in force to the death of the insured, unless otherwise surrendered. The death benefit option in effect may not be changed after that date and the following changes will occur: no further premiums may be paid, monthly deductions will cease and loans and partial surrenders can continue.

Underwriting Class: Male Standard Non-Tobacco

This illustration assumes the policy is issued with the classification shown above. The actual underwriting class will be assigned when the application is reviewed in accordance with the Company's underwriting standards. If the policy's actual underwriting class differs from that shown above, premiums and/or values will vary from those illustrated. If so, you will receive a revised illustration.

Initial Death Benefit: $10,000,000

The death benefit assumed at issue is shown above. The actual amount payable at death of the insured may be decreased by loans or any amount deducted from the policy value as a result of a partial surrender, or increased by additional insurance benefits. Your policy specifies how to determine the benefit. The death benefit proceeds will be reduced by any Debt on the date of death. The death benefit may increase from these amounts because of the required corridor (described in the policy). The specified amount may be increased or decreased as specified in the policy. An increase is subject to evidence of insurability acceptable to us and additional charges.

Initial Death Benefit Option: Level

The policy provides three death benefit options as shown below:
Level: specified amount;
Increase/Cash Value: specified amount plus the policy value;
Increase/Premium: specified amount plus the total of the premiums paid thru the insured's age 100 less the total of any partial surrenders taken to the date of death.
The Option assumed at issue is shown above.

Premium Outlay

The policy you are illustrating allows flexible premium payments to the insured's age 121. You may vary the amount and timing of your planned premium provided the premium outlay is within guidelines set by the Internal Revenue Service. Premium limits and requirements may change after issue if unscheduled changes are made or if originally scheduled changes are made at different times than originally assumed. It is important for premiums to be paid on or before their scheduled modal due date, as late payments may have a negative impact on policy values. Please be aware that the timing of premium payments is critical to calculating and monitoring the policy's compliance with IRS guidelines. If premiums or any other funds are received and applied to the policy at a time other than as assumed in this illustration, the tax treatment of the policy may be significantly different. **Unless otherwise noted in Section E, this illustration assumes premium payments are received on the first day of each policy year, or the first day of the selected premium payment mode, if other than annual.**

In the case of a backdated policy, or a replacement, the timing and amount of payments can be uncertain, and the guaranteed and non-guaranteed benefits may vary from those illustrated. A revised illustration should be prepared once all initial payments are received. If your policy is backdated, or if there are replacement funds coming from an external source, please see Section E for more information on the assumed timing of these payments.

Non Guaranteed Elements

Many aspects of your life insurance contract are guaranteed, including your minimum credited interest and maximum cost of insurance charges. However, the interest rate credited may exceed the guaranteed rate and monthly charges may be less than the maximum guaranteed charges.

The non-guaranteed columns provide snapshots of your policy assuming different crediting rates and charges than those that are guaranteed. Since these elements are not guaranteed, a range of results are illustrated. The actual policy values may be less or more favorable than these illustrated results. Variations in these factors could affect death benefits, policy values, cash flow (projected loans and withdrawals), total payment outlay over the lifetime of the policy, and the date coverage ends.
You should periodically request an updated in-force illustration to review the status of your policy values and guarantees.

TS004131

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Suite 3010
Boca Raton, FL 33487
Tel: 561 988 8984
Fax: 561 988 0833

A LIFE INSURANCE ILLUSTRATION

Prepared For: Marvin Schiller

Flexible Premium Adjustable Life Policy

Section A: Understanding Your Illustration

Coverage Protection Guarantee

The Coverage Protection Guarantee (CPG) can ensure that the coverage will continue even if the cash surrender value is insufficient to cover the monthly deduction. The CPG is reflected in the illustration in years where the death benefit remains inforce while the cash surrender value is zero. If actual payments differ from those illustrated in frequency, timing or amount, the length of the guarantee may shorten. The CPG includes a Premium Relief Feature such that any premium received during the current policy month, and prior to the next monthiversary, is treated as though it was received at the beginning of the policy month. Any changes to your policy not reflected in your illustration (such as loans, partial surrenders, changes in the death benefit and addition of riders) will have an impact on the length of the guarantee. Your advisor can show you the impact any changes you may be considering will have on your CPG. You may make additional payments to place the guarantee back into effect as illustrated unless you have allowed the policy to lapse longer than 90 days (this period may vary by state), in which case the guarantee is permanently lost. **Under Section C: Guaranteed Values, this illustration assumes guaranteed death benefit protection through policy year 33, month 2.**

TS004132

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Suite 2010
Boca Raton, FL 33487
Tel. 561.988.8984
Fax. 561.988.0833

A LIFE INSURANCE ILLUSTRATION

Prepared For: Marvin Schiffer

Flexible Premium Adjustable Life Policy

Section A: Understanding Your Illustration

Key Terms you will find in this illustration are explained below.

Values - All values illustrated are end of the policy year values.

Policy Value or Fund Value - Equal to the sum of premiums paid less a premium expense charge, less monthly deductions and any partial surrenders, plus interest earnings.

Cash Value - The policy value less any surrender charge.

Cash Surrender Value - The cash value less any debt (the principal amount of any loan outstanding against this policy, plus any accrued loan interest which has not been paid).

Monthly Deductions - Each month the cost of insurance, cost of any additional benefits provided by rider, any expense charges and any monthly administrative charges will be deducted from your policy. Deductions from the policy value are made every month to the insured's attained age 121, regardless of whether or not premiums are paid.

Cost of Insurance - The rates charged are based on the policy year, the amount at risk, and the underwriting class.

Illustrated Values - Illustrated values use the current credited interest rate, policy expenses and cost of insurance rates. Alternate basis may use alternate rates and expenses as described in Section E. These elements are subject to change and are not guaranteed. Actual results may be more or less favorable.

Mid-Point Values - Uses the average of the following: current and guaranteed interest; current and guaranteed policy expenses; and current and guaranteed cost of insurance. Actual results may be more or less favorable.

Guaranteed Values - Uses guaranteed interest rate, guaranteed policy expenses and guaranteed cost of insurance charges.

Partial Surrenders - You may withdraw part of your cash surrender value at any time. The minimum partial surrender is $500. A partial surrender charge may apply per partial surrender and will be deducted from the policy. An additional charge may be applied if the partial surrender reduced the specified amount. The death benefit will be reduced by the same amount as the policy value. Once the death benefit has been reduced to the product minimum no further partial surrenders will be permitted.

Surrender Charges - During the surrender charge period, there will be a charge as noted in Section E in the event that the policy is fully surrendered. There will be a pro-rata partial surrender charge if there is a decrease in the Specified Amount while there is a surrender charge in effect. If there is an increase in the Specified Amount, additional surrender charges may be in effect for the increase and, if so, a new schedule of surrender charges will be provided after such increase.

Loans - You may take a maximum loan of 100% of the cash surrender value at any time including after the younger insured's age 121. The interest rates charged on loans are 6.50% up to policy year 21 and then 5.50% in policy years 21 and later. The interest credited on loan collateral is 5.50% all years. Interest accrues on a daily basis from the date of the loan and is compounded annually. Interest is payable at the end of each policy year. Interest unpaid on a policy anniversary is added to and becomes part of the loan principal.

Lincoln Financial Group

LINCOLN LIFEGUARANTEE℠ Plus UL

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: Ted Bernstein
950 Peninsula
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Boca Raton, FL 33487
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Insured	Marvin Schiller	Initial Death Benefit	$10,000,000
Age	75	Initial Death Benefit Opt	Level
Sex	Male	Payment Mode	Annual
Class	Standard Non-Tobacco	Riders	None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this *Lincoln LifeGuarantee*℠ Plus UL illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

End of Year	Age	Annual Premium Outlay	Surrender Values: Guaranteed Basis	Surrender Values: Midpoint Basis	Surrender Values: Alternate Basis	Surrender Values: Current Basis	Death Benefit: Guaranteed Basis	Death Benefit: Midpoint Basis	Death Benefit: Alternate Basis	Death Benefit: Current Basis
5	79	556,266	0	246,737	1,047,345	1,094,291	10,000,000	10,000,000	10,000,000	10,000,000
10	84	556,266	0	148,291	2,617,442	2,835,239	10,000,000	10,000,000	10,000,000	10,000,000
15	89	556,266	0	0	3,468,876	4,117,623	10,000,000	10,000,000	10,000,000	10,000,000
20	94	556,266	0	0	2,605,529	4,334,468	10,000,000	10,000,000	10,000,000	10,000,000
30	104	0	0	0	0	0	10,000,000	10,000,000	10,000,000	10,000,000
1	75	495,400	0	0	0	0	10,000,000	10,000,000	10,000,000	10,000,000
6	80	556,266	0	357,027	1,393,087	1,463,042	10,000,000	10,000,000	10,000,000	10,000,000
11	85	556,266	0	0	2,867,683	3,142,936	10,000,000	10,000,000	10,000,000	10,000,000
Coverage lapses in year:			33	33	33	33	33	33	33	33

NOTE: Non-guaranteed benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the company. Actual results may be more or less favorable.
Guaranteed Values are based on maximum cost of insurance charges and guaranteed minimum interest crediting rate.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

4/9/08 — Date
X — Signature of proposed insured
Marvin Schiller 2008 Irrevocable Trust
BNC National Bank, Trustee

4-9-08 — Date
X — Signature of applicant/owner (if other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

Date
X — Signature of licensed agent/representative

This illustration is not complete without all pages.

Lincoln Financial Group

LINCOLN LIFEGUARANTEE℠ Plus UL

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Fax 561 988 0833

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured	Marvin Schiller	Initial Death Benefit	$10,000,000
Age	75	Initial Death Benefit Opt.	Level
Sex	Male	Payment Mode	Annual
Class	Standard Non Tobacco	Riders	None

Section C: Guaranteed Values

This section of the *Lincoln LifeGuarantee℠* Plus UL ledger illustrates the guaranteed policy values based on your premium outlay schedule. To calculate the values, we use guaranteed 2001 CSO cost of insurance rates, guaranteed maximum expenses and a guaranteed minimum interest rate of 3.00%. Remember, this illustration is not a contract. The terms of the Policy constitute the actual agreement of coverage.

Year	Age	Annual Premium Outlay	Guar. Basis Fund Value	Guar. Basis Surrender Value	Guar. Basis Death Benefit
1	75	495,400	70,158	0	10,000,000
2	76	259,000	0	0	10,000,000
3	77	556,266	38,156	0	10,000,000
4	78	556,266	20,836	0	10,000,000
5	79	556,266	0	0	10,000,000
6	80	556,266	0	0	10,000,000
7	81	556,266	0	0	10,000,000
8	82	556,266	0	0	10,000,000
9	83	556,266	0	0	10,000,000
10	84	556,266	0	0	10,000,000
11	85	556,266	0	0	10,000,000
12	86	556,266	0	0	10,000,000
13	87	556,266	0	0	10,000,000
14	88	556,266	0	0	10,000,000
15	89	556,266	0	0	10,000,000
16	90	556,266	0	0	10,000,000
17	91	556,266	0	0	10,000,000
18	92	556,266	0	0	10,000,000
19	93	556,266	0	0	10,000,000
20	94	556,266	0	0	10,000,000
21	95	556,266	0	0	10,000,000
22	96	556,266	0	0	10,000,000
23	97	556,266	0	0	10,000,000
24	98	556,266	0	0	10,000,000
25	99	556,266	0	0	10,000,000

Note: If "0" appears in any of the above columns, the premium outlay will no longer provide fund values, surrender values and/or death benefits. "0" in the fund value column may indicate a negative number. If "*0*" appears in any of the above columns, the policy is lapsing without value.

This illustration is not complete without all pages.

TS004135

Lincoln Financial Group

LINCOLN LIFEGUARANTEE℠ Plus UL

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: Ted Bernstein
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Tel: 561 986 8784
Fax: 561 988 0833

Insured	Marvin Scwiller	Initial Death Benefit	$10,000,000
Age	75	Initial Death Benefit Opt.	Level
Sex	Male	Payment Mode	Annual
Class	Standard Non-Tobacco	Riders	None

Section C: Guaranteed Values

This section of the *Lincoln LifeGuarantee*℠ Plus UL ledger illustrates the guaranteed policy values based on your premium outlay schedule. To calculate the values, we use guaranteed 2001 CSO cost of insurance rates, guaranteed maximum expenses and a guaranteed minimum interest rate of 3.00%. Remember, this illustration is not a contract. The terms of the Policy constitute the actual agreement of coverage.

Year	Age	Annual Premium Outlay	Guar. Basis Fund Value	Guar. Basis Surrender Value	Guar. Basis Death Benefit
26	100	556,266	0	0	10,000,000
27	101	0	0	0	10,000,000
28	102	0	0	0	10,000,000
29	103	0	0	0	10,000,000
30	104	0	0	0	10,000,000
31	105	0	0	0	10,000,000
32	106	0	0	0	10,000,000
33	107	*0*	*0*	*0*	*0*

Note: If "0" appears in any of the above columns, the premium outlay will no longer provide fund values, surrender values and/or death benefits. "0" in the fund value column may indicate a negative number. If "*0*" appears in any of the above columns, the policy is lapsing without value.

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LLA0702.0010

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

TS004136

Lincoln Financial Group®

LINCOLN LIFEGUARANTEE℠ Plus UL

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A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured	Marion Schaffer	Initial Death Benefit	$10,000,000
Age	75	Initial Death Benefit Opt	Level
Sex	Male	Payment Mode	Annual
Class	Standard Non-Tobacco	Riders	None

Section D: Illustrated Values

This ledger illustrates a specific payment and death benefit design using non-guaranteed assumptions. The benefits and values shown below are not guaranteed. The assumptions on which they are based are subject to change and actual results may be more or less favorable. See Section C for guaranteed values. **Remember, this illustration is not a contract. The terms of the Policy constitute the actual agreement of coverage.**

This ledger, including the Annual Premium Outlay, was produced using the Current basis. The Current interest rate is assumed to be 4.80% in all years. The Alternate interest rate is assumed to be 3.80% in all years. For additional information about assumptions, see Section E.

Year	Age	Annual Premium Outlay	Current Basis Fund Value	Current Basis Surrender Value	Current Basis Death Benefit	Alternate Basis Fund Value	Alternate Basis Surrender Value	Alternate Basis Death Benefit
1	75	495,400	519,761	0	10,000,000	315,983	0	10,000,000
2	76	239,000	586,681	0	10,000,000	378,175	0	10,000,000
3	77	556,266	747,391	338,691	10,000,000	730,306	321,606	10,000,000
4	78	556,266	1,106,036	719,046	10,000,000	1,076,256	689,256	10,000,000
5	79	556,266	1,460,091	1,094,291	10,000,000	1,413,143	1,047,343	10,000,000
6	80	556,266	1,808,142	1,463,042	10,000,000	1,739,187	1,394,087	10,000,000
7	81	556,266	2,147,341	1,822,241	10,000,000	2,051,027	1,725,927	10,000,000
8	82	556,266	2,477,343	2,171,843	10,000,000	2,347,692	2,042,192	10,000,000
9	83	556,266	2,796,641	2,510,441	10,000,000	2,626,859	2,340,659	10,000,000
10	84	556,266	3,102,539	2,835,239	10,000,000	2,884,742	2,617,442	10,000,000
11	85	556,266	3,391,436	3,142,836	10,000,000	3,116,287	2,867,683	10,000,000
12	86	556,266	3,659,241	3,429,141	10,000,000	3,315,433	3,085,333	10,000,000
13	87	556,266	3,901,521	3,690,021	10,000,000	3,475,129	3,263,629	10,000,000
14	88	556,266	4,113,553	3,921,153	10,000,000	3,587,109	3,394,709	10,000,000
15	89	556,266	4,289,923	4,117,623	10,000,000	3,641,176	3,468,876	10,000,000
16	90	556,266	4,446,639	4,296,439	10,000,000	3,646,592	3,496,392	10,000,000
17	91	556,266	4,562,184	4,437,684	10,000,000	3,573,718	3,449,218	10,000,000
18	92	556,266	4,626,563	4,533,263	10,000,000	3,400,460	3,307,160	10,000,000
19	93	556,266	4,624,681	4,571,281	10,000,000	3,094,424	3,041,024	10,000,000
20	94	556,266	4,534,468	4,534,468	10,000,000	2,608,529	2,608,529	10,000,000
21	95	556,266	4,323,638	4,323,638	10,000,000	1,873,865	1,873,865	10,000,000
22	96	556,266	3,986,450	3,986,450	10,000,000	851,088	851,088	10,000,000
23	97	556,266	3,473,204	3,473,204	10,000,000	0	0	10,000,000
24	98	556,266	2,710,380	2,710,380	10,000,000	0	0	10,000,000
25	99	556,266	1,587,397	1,587,397	10,000,000	0	0	10,000,000

Note: If "0" appears in any of the above columns, the premium outlay will no longer provide fund values, surrender values and/or death benefits. "0" in the fund value column may indicate a negative number. If "*0*" appears in any of the above columns, the policy is lapsing without value.

This illustration is not complete without all pages.

LLAG702 (0908)

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TS004137

Lincoln Financial Group

LINCOLN LIFEGUARANTEE℠ Plus UL

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

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Boca Raton, FL 33487
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Fax: 561.988.8913

Insured	Marvin Schiller	Initial Death Benefit	$10,000,000
Age	75	Initial Death Benefit Opt	Level
Sex	Male	Payment Mode	Annual
Class	Standard Non-Tobacco	Riders	None

Section D: Illustrated Values

This ledger illustrates a specific payment and death benefit design using non-guaranteed assumptions. The benefits and values shown below are not guaranteed. The assumptions on which they are based are subject to change and actual results may be more or less favorable. See Section C for guaranteed values. **Remember, this illustration is not a contract. The terms of the Policy constitute the actual agreement of coverage.**

This ledger, including the Annual Premium Outlay, was produced using the Current basis. **The Current interest rate is assumed to be 4.80% in all years. The Alternate interest rate is assumed to be 3.80% in all years.** For additional information about assumptions, see Section E.

Year	Age	Annual Premium Outlay	Current Basis Fund Value	Current Basis Surrender Value	Current Basis Death Benefit	Alternate Basis Fund Value	Alternate Basis Surrender Value	Alternate Basis Death Benefit
26	100	556,266	1,000	1,000	10,000,000	0	0	10,000,000
27	101	0	0	0	10,000,000	0	0	10,000,000
28	102	0	0	0	10,000,000	0	0	10,000,000
29	103	0	0	0	10,000,000	0	0	10,000,000
30	104	0	0	0	10,000,000	0	0	10,000,000
31	105	0	0	0	10,000,000	0	0	10,000,000
32	106	0	0	0	10,000,000	0	0	10,000,000
33	107	*0*	*0*	*0*	*0*	*0*	*0*	*0*

Note: If "0" appears in any of the above columns, the premium outlay will no longer provide fund values, surrender values and/or death benefits. "0" in the fund value column may indicate a negative number. If "*0*" appears in any of the above columns, the policy is lapsing without value.

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LLAG7012-0040

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TS004138

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LINCOLN LIFEGUARANTEE℠ Plus UL

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

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Prepared For: Marvin Schiller

Section E: Supplementary Information

This illustration uses the following assumptions for the Current and Alternate bases:

Assumptions	Current	From Year	Through Year	Alternate	From Year	Through Year
Interest:						
Unborrowed Funds	4.80%	1	46	3.80%	1	46
Borrowed Funds	5.50%	1	46	5.50%	1	46
Cost of Insurance	100% Current 0% Guaranteed	1	46	100% Current 0% Guaranteed	1	46
Expenses	Current	1	46	Current	1	46

This illustration is not complete without all pages.

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Section E: Supplementary Information

Assumed Tax Bracket: 28%

Modified Endowment Contract Testing:
Initial TAMRA Seven-Pay Premium: $1,275,859.59

This presentation under current tax code interpretation using the Current basis will not become a Modified Endowment Contract. Please consult a professional tax advisor, e.g., attorney, accountant for further information.

Definition of Life Insurance
You have selected the Guideline Premium Test for this policy. This selection must be made when you complete your application and cannot be changed.

Initial Guideline Premium Limits:
This illustration is designed to comply with the Internal Revenue Code (IRC) Section 7702 (DEFRA). Under this code provision, there are limitations on the amount of premium the policyowner may pay, in order that the favorable tax benefits under life insurance be granted. Further, the death benefit must be greater than the cash value by a stipulated amount defined in the code. This policy complies with these provisions. These premium limits are:
Initial DEFRA Guideline Single Premium: $6,270,278.03
Initial DEFRA Guideline Level Premium: $862,184.28
Terminal Single Premium: $6,270,278.03
Terminal Level Premium: $862,184.28

IRS Circular 230 Disclosure: This material was prepared to support the promotion and marketing of an insurance product. Neither the insurance company, its distributors nor their respective employees and representatives provide tax, accounting or legal advice. Any tax statements contained herein were not intended or written to be used, and cannot be used for the purpose of avoiding U.S. federal, state or legal tax penalties. Please consult your own independent advisor as to any tax, accounting or legal statements made herein.

TS004140

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A LIFE INSURANCE ILLUSTRATION

Prepared For: Marvin Schiller

Flexible Premium Adjustable Life Policy

Section E: Supplementary Information

Surrender Charges:

The surrender charges for this illustration shall be the lesser of the amounts listed below or the then current fund value.

Surrender values shown in Sections C and D reflect these surrender charges.

Year	Amount	Year	Amount	Year	Amount	Year	Amount	Year	Amount
1	$453,300.00	5	$365,800.00	9	$286,200.00	13	$211,500.00	17	$124,500.00
2	$430,900.00	6	$345,100.00	10	$267,300.00	14	$192,400.00	18	$93,300.00
3	$408,300.00	7	$325,100.00	11	$248,600.00	15	$172,300.00	19	$53,400.00
4	$387,600.00	8	$305,500.00	12	$230,100.00	16	$150,200.00	20	$0.00

This illustration is not complete without all pages.

Presented by: Ted Bernstein
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Fax: 561.988.0833

Prepared For: Marvin Schiller

MINNESOTA LIFE INSURANCE POLICY FACT SHEET

I. GENERAL INFORMATION

This is a life insurance policy fact sheet. Minnesota law requires that this fact sheet be provided to you before you make any payment on a life insurance policy.

II. INSURER AND BASIC POLICY INFORMATION

A. Name and Address of Insurer.

Lincoln National Life Insurance Company
1300 South Clinton Street
Fort Wayne, IN 46802

B. Single Premium ___ Annual Premium X__ Other ___(Check one)

C. Amount of Death benefit at end of first year $10,000,000

D. Will the first year death benefit vary with the interest rate credited? ____ YES __X__ NO

E. Is the advertised interest rate guaranteed? ____ YES __X__ NO
If yes, for how long? ___

III. CALCULATION OF EARNINGS ON FIRST YEAR PREMIUM

A. Amount of first year premium $495,400.00
B. Amount of premium allocated to death benefit and expenses $193,437.13
C. Balance upon which interest will be calculated $301,962.87
D. Amount of interest income at advertised rate $17,798.15
E. Policy value at end of first year $319,761.02

NOTE: This value may not be available without surrender charges which are disclosed below.

IV. SURRENDER CHARGE

This policy should be purchased only for long term planning. Surrender charges may be substantial and will be imposed specified below, assuming that the advertised rate of interest and illustrated premiums are paid

A. Surrender charge assessed if surrendered at the end of the first year $319,761.02
B. The amount you will receive if you surrender at the end of the first year (III - E minus IV - A) $0.00
C. Number of years for which surrender charge is imposed: 19

Marvin Schiller Revocable Trust BNC National Bank, Trustee

Signature of Agent

Signature of Applicant

Date 4/9/08

Date 04/09/08

LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

TS004142

New Business Data *You MUST include the New Business Data when submitting the illustration to the Home Office.*

Product:	*Lincoln LifeGuarantee*[SM] Plus UL
Name:	Marvin Schiller
State:	MN
Sex:	Male
Age:	75
Class:	Standard Non-Tobacco
Table Rating:	None
Flat Extra/1000:	0.00 For 0
Death Benefit Option:	Level
DEFRA Type:	Guideline Premium Test
Face Amount:	$10,000,000
Payment Mode:	Annual
Underwriting:	Full Underwriting
Lump Sum Deposit:	$0.00
7 Pay Premium:	$1,275,859.59

TP: $495,400.00
Software Version: 2007.4.1
Last Rate Version Change: 2007.4

AGE	DEPOSITS	FACE AMOUNT	LOAN	WITHDRAWAL	OPTION
1	495,400.00	10,000,000	0.00	0.00	Level
2	239,000.00	10,000,000	0.00	0.00	Level
3	550,265.87	10,000,000	0.00	0.00	Level
23	0.00	10,000,000	0.00	0.00	Level

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

TS004143

Lincoln
Financial Group

Lincoln Financial Group
PO Box 21008
Greensboro, NC 27420-1008

Bus 800-487-1485

May 6, 2011

N C SCHILLER AMENDED & RESTATED REV TRUST
NANCY SCHILLER TTEE
MARVIN SCHILLER TTEE
17319 ST JAMES CT
BOCA RATON FL 33496

Re: UJ7025248
Insured: MARVIN SCHILLER

Dear Policy Owner,

Your policy change request has been completed. The above policy has been decreased to $5,000,000.00 with a new annual premium of $272,682.00 and the death benefit option has been changed to increasing effective May 13, 2011.

As stated in your policy contract a pro rata surrender charge is assessed on the portion of your policy being decreased. The pro rata surrender charge that has been assessed in conjunction with this decrease request is $193,500.00.

Please find enclosed an Endorsement to place with your policy.

If you have any questions, please contact our Customer Contact Center at 1-800-487-1485. We appreciate the opportunity to be of service to you.

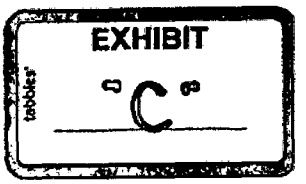
Sincerely,

Cydney Bennett
Complex Processing Department

cc: 767CW - 2128621
Simon L Bernstein

Enclosure

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates



Lincoln Financial Group®

Please check appropriate underwriting company:
☐ The Lincoln National Life Insurance Company, Service Office: PO Box 21008, Greensboro NC 27420-1008
☐ Lincoln Life & Annuity Company of New York, Service Office: PO Box 21008, Greensboro NC 27420-1008
☐ First Penn-Pacific Life Insurance Company, Service Office: PO Box 21008, Greensboro NC 27420-1008
(hereinafter referred to as "the Company")

REINSTATEMENT OR CHANGE APPLICATION FOR LIFE INSURANCE - PART I

Original Insured A *(first, Middle, Last)*	Policy Number
Marvin Schiller	JJ-7025248

NON-UNDERWRITTEN POLICY CHANGES *(In addition to this section, please complete questions 1-18 on page 2, questions 1-18 on page 6A1 (if applicable); and the Signatory Section.)*

A. ■ Decrease Face/Specified Amount to: $ 5,000,000

B. ■ Change Premium to: $ 272,582 *(Based on change(s) in this section)*

C. ☐ Correct Date of Birth to: *(mm/dd/yyyy)*

D. ☐ Cancel Benefits or Riders *(Please provide full details)*

E. ☐ Decrease Benefits or Riders: *(Please provide full details)*

F. ☐ Change Death Benefit Option to
☐ Level ■ Increasing/Decrease Current Face Amount
(To maintain original face, complete full application and Underwriting Policy Changes Section)

G. ☐ Other

UNDERWRITTEN POLICY CHANGES *(Based on this change, complete pages 2 - 8 of application (and Sections A & B as applicable).)*

H. ☐ Reinstatement

I. ☐ Increase/Add Benefits/Riders *(please provide full details)*

J. ☐ Increase Face/Specified Amount to
$

K. ☐ Change to Non-Tobacco Rates

L. ☐ Change Death Benefit Option to Increasing/Maintain Current Face Amount

M. ☐ Rate/Premium Class Change:

N. ☐ Other

O. ☐ Exercise Exchange of Insured/Substitute Life Rider

P. ☐ Change Premium to: $ *(Based on change(s) in this section)*

SPECIAL INSTRUCTIONS *(List details from questions above; please include question number details pertain to. If more space is required use the "Continuation of Details Supplement")*

TERM CONVERSION / GUARANTEED INSURABILITY OPTION **Owner of Original Policy must sign page 8**
(Please complete questions below; questions 1-18 on pages 2 and 3, and the Signatory Section. Please also complete Section A questions 1-19 and Section B as applicable.)

Q. Conversion/Option Type: *(Check one)*
- i. ☐ Child ☐ Spouse Rider ☐ Partial Policy Conversion *(Check one)*
  - 1. Keep Balance of Policy/Rider in Force
  - 2. Terminate Balance of Policy/Rider
- ii. ☐ Full Policy Conversion
- iii. ☐ Guaranteed Insurability Regular Option
- iv. ☐ Guaranteed Insurability Alternate Option
- v. ☐ Other:

R. Conversion/Option Effective Date:

TS004145

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Please check appropriate underwriting company:
☐ The Lincoln National Life Insurance Company, Service Office: PO Box 21008, Greensboro NC 27420-1008
☐ Lincoln Life & Annuity Company of New York, Service Office: PO Box 21008, Greensboro NC 27420-1008
☐ First Penn-Pacific Life Insurance Company, Service Office: PO Box 21008, Greensboro NC 27420-1008
(hereinafter referred to as "the Company")

PART I Continued

Policy Number: JJ-7025248

APPLICANT INFORMATION - ORIGINAL INSURED A (Required Section)

1. Original Insured A (First, Middle, Last): Marvin Schiller
2. ■ Male ☐ Female
3. Date of Birth (If over age 70, please complete Section B): 05/25/1933
4. Soc. Sec. No
5. Are you a citizen of the United States? ■ Y ☐ N If "No," what country?
6. Place of Birth (State, Country): New York, US
7. Driver's License # & State
8. Home Address (Street, City, State, ZIP): 17319 Saint James Court Boca Raton, Fl 33496
9. Occupation/Duties: Retired
10. Employer: n/a
11. Business Address (Street, City, State, ZIP)
12. Annual Earned Income: $ 0
13. Annual Unearned Income: $ 204,000
14. Net Worth: $ 10,000,000
15. In the last 5 years have you filed for bankruptcy? ☐ Y ■ N (If "Yes," please complete the Financial Supplement.)
16. Primary Phone #: 561-477-8313 ☐ AM ☐ PM
17. Work Phone # ☐ AM ☐ PM
18. Email Address

COVERAGE INFORMATION (For New Coverage as available per product)

(Any request for increased coverage may require underwriting. Please complete entire application.)

19. Plan of Insurance: Lincoln Lifeguarantee Plus UL (If applying for variable life insurance please complete other Company's.)
20. Amount of Insurance: $ 5,000,000 (Specified Amount, if UL or VUL)
21. (i) Death Benefit Option (Complete for Universal Life and Variable Universal Life Product only - not required for Term.)
■ Level ☐ Increase by Cash Value/Accumulated Value (as applicable)

(ii) Death Benefit Qualification Test (DBQT) For IRS purposes, premiums will be tested using the Guideline Premium Test unless ☐ Cash Value Accumulation Test is checked (not available on all products or with all riders).
The DBQT cannot be changed after issue unless the terms of the policy require a change.

22. Save Age? ☐ Y ☐ N (If not saving age, policy will be current dated.)

23. Additional Benefits and Riders (If applicable)
☐ Accelerated Benefit Rider
☐ Supplemental Coverage $
☐ Term on Spouse/Other Insured Rider $ (Please complete Section B: Applicant Information (Original Insured B))
☐ Children's Term Insurance Rider (Complete Child's Supplement)
☐ Waiver of Premium
☐ Waiver of Monthly Deductions
☐ Waiver of Specified Premium $

☐ Other Benefits and Riders (not listed above) (Please provide full details: e.g. coverage amounts/percentages/etc.):

TS004146

PART I Continued

Policy Number
JJ-7025248

BILLING INSTRUCTIONS *(As available per product) (For New Coverage)*

21 Premium Mode ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly EFT ☐ Other

25 Modal Planned Premium $ 26 Lump Sum $ ☐ 1035 Exchange

27 Special Billing: *(check one if applicable)* ☐ New List Bill ☐ Existing List Bill Number

28. Source of Premium loan *(other than cash, loan, business account)* 29 Automatic Premium Loan ☐ Y ☐ N *(available for Whole Life only)*

30 Premium Notices To *(check one only) (Please note we cannot bill to your agent)*
☐ Owner in Question 31 ☐ Owner in Question 37 ☐ Insured at Business ☐ Insured at Residence ☐ Other *(indicate below)*

OWNER INFORMATION *(If left blank, Original Insured(s) will be owner) (For New Coverage)*

Owner Name
31 (Trust Name, Date & Trustees) same as current owner

32 Owner Address

Relationship to
33 Original Insured(s)

34. Owner Soc. Sec. No. / TIN

35 Date of Birth/Trust Date

36. Citizen of (Country)

Owner Name
37 (Trust Name, Date & Trustees)

38 Owner Address

Relationship to
39. Original Insured(s)

40 Owner Soc. Sec. No. / TIN

41 Date of Birth/Trust Date

42 Citizen of (Country)

43. Is this policy being purchased as part of an employer owned life insurance program where the employer is the direct or indirect beneficiary of the policy? ☐ Y ☐ N

BENEFICIARY DESIGNATION *(Unless otherwise stated below, if multiple beneficiaries are named in a class (Primary, Contingent), the proceeds are to be paid equally to the survivor or survivors, if any, in the class.) (For New Coverage)*

Select Primary (P) or Contingent (C) Beneficiary for each line completed If Trust, check here ☐.

44 ☐ P ☐ C	a. Beneficiary Name (Trust Name, Date & Trustees)	b. Soc. Sec. No./TIN c. Relationship to Original Insured
45 ☐ P ☐ C	a. Beneficiary Name (Trust Name, Date & Trustees)	b. Soc. Sec. No./TIN c. Relationship to Original Insured
46 ☐ P ☐ C	a. Beneficiary Name (Trust Name, Date & Trustees)	b. Soc. Sec. No./TIN c. Relationship to Original Insured
47 ☐ P ☐ C	a. Beneficiary Name (Trust Name, Date & Trustees)	b. Soc. Sec. No./TIN c. Relationship to Original Insured

48. Special Instructions *(List details from questions above and "yes" and please specify to which question number(s) details pertain. If more space is required use the Continuation of Details Supplement)*

PART I Continued

Policy Number
JJ-7025248

APPLICANT INFORMATION - ORIGINAL INSURED A

49. Are you considering stopping premium payments, surrendering, replacing, forfeiting, assigning to the insurer or reducing your benefits under an existing policy or annuity, or are you considering using or borrowing funds from your existing policies or annuities to pay premiums due on the new or applied for policy? ☐Y ■N
(If "Yes", please complete and sign all required replacement forms.)

50. Please list amounts of all inforce life insurance on your life, including any policies that have been sold. *(Please list in the box below.)*
If none, check this box: ☐
(Include Disability Insurance if disability reinstatement or exercise of GPI Rider.)
Please indicate the Type of coverage: Business (B); Key Person (K); or Personal (P).

Company	Face Amount	Policy Number	Issue Date *(mm/dd/yy)*	Replacement or Change of Policy?	1035 Exchange	Type
	$			☐Y ☐N	☐Y ☐N	
	$			☐Y ☐N	☐Y ☐N	
	$			☐Y ☐N	☐Y ☐N	
	$			☐Y ☐N	☐Y ☐N	

51. Do you have any applications currently pending or do you plan to apply for new life or disability insurance coverage with any other company? *(If "Yes," please provide details in the space provided.)* ☐Y ■N

Company	Amount	Type (Life or Disability)	Purpose of Insurance (Business, Personal)
	$		
	$		

52. What is the total amount of new life insurance coverage that will be placed inforce with all companies including this application? $ 5,000,000

53. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? *(If "Yes", please complete the Premium Financing Supplement.)* ■Y ☐N

54. Have you ever applied for life, health or disability insurance and been declined, postponed or charged an increased premium? *(If "Yes", provide further information in the "Details" space provided.)* ☐Y ■N

55. Are you currently receiving, or within the past 10 years have you received or applied for, any disability benefits, including Worker's Compensation, Social Security Disability Insurance or any other form of disability insurance? *(If "Yes", provide further information in the "Details" space provided.)* ☐Y ■N

GENERAL RISK INFORMATION - ORIGINAL INSURED A

56. Do you now, or do you plan to fly, or have you flown during the past 2 years, as a pilot, student pilot or crew member? *(If "Yes", an Aviation Supplement is required; this includes balloon pilots.)* ☐Y ■N

57. Do you plan to participate, or have you participated within the past 2 years; in motor vehicle or boat racing, in hang gliding, sky or scuba diving, or mountain, rock or technical climbing; or in similar sports? *(If "Yes", an Avocation Supplement is required.)* ☐Y ■N

58. Do you now, or do you plan to reside or travel outside of the United States or Canada within the next year? *(If "Yes", a Foreign Travel or Residence Supplement is required.)* ☐Y ■N

59. In the past 5 years, have you been convicted of two or more moving violations, driving under the influence of alcohol or other drugs, or had your driver's license suspended, restricted or revoked? *(If "Yes" please indicate what type and dates in the "Details" space provided.)* ☐Y ■N

60. Have you ever been convicted of or are you awaiting trial for a felony? *(If "Yes", please indicate type, date and the state of felony and if currently on probation or parole, in the "Details" space provided.)* ☐Y ■N

61. Are you a member of, or applied to be a member of, or received a notice of required service in, the armed forces, reserves or National Guard? *(If "Yes", please indicate if Retired or Active; list branch of service, rank, duties, mobilization category and current duty station; if a notice of deployment has been received, to where and when, in the "Details" space provided.)* ☐Y ■N

62. Have you ever used tobacco or products containing nicotine (including, but not limited to, chew tobacco, snuff, nicotine gum and/or patches)? *(If "Yes", list below.)* ☐Y ■N

Type:	Date First Used: *(mm/dd/yy)*	Date Last Used: *(mm/dd/yy)*	Amount and Frequency:

TS004148

PART I Continued

Policy Number
JJ-7025248

MEDICAL INFORMATION - ORIGINAL INSURED A *(Answer this section only when required.)*

63. Provide full name/address/phone number of personal physician(s) and any other physicians seen within the past 5 years.
Dr Reingold 1905 Clint Moore Rd Boca Raton, Fl 33496

a. Date and reason of last visit: 6 months ago- regular checkup

b. Tests performed & treatment received.

64. Height _____ ft. / _____ in a. Has your weight changed by more than 10 pounds during the past 12 months? ☐ Y ☐ N
Weight _____ lbs b. If "Yes," by how many pounds? _____ ☐ Gain ☐ Loss

65	Age if Living & Health Status	Diabetes, Cancer, Heart Disease? *(include age of onset)*	Age at Death & Cause
a. Father			
b. Mother			
c. Sibling(s)			

66. **Details:** *(List details from questions answered "Yes" and please specify to which question numbers details pertain. If more space is required use the "Continuation of Details Supplement.")*

TS004149

Lincoln Financial Group

Please check appropriate underwriting company:
☐ The Lincoln National Life Insurance Company, Service Office PO Box 21008 Greensboro NC 27420-1008
☐ Lincoln Life & Annuity Company of New York, Service Office PO Box 21008 Greensboro NC 27420-1008
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(hereinafter referred to as "the Company")

HEALTH SUMMARY - PART I continued

Policy Number JJ-7025248

APPLICANT INFORMATION - ORIGINAL INSURED A

► **If you answer "Yes" to any of the following questions, please provide further information in the "Details" space provided.**

	Yes	No
67. Have you had or been advised by a licensed medical professional to have a check up, EKG, x-ray, blood or urine test or any other diagnostic test or are you now planning to seek medical advice or treatment for any reason?	☐	■
68. Have you been a patient in a hospital, clinic, sanatorium or other medical facility, or been advised by a licensed medical professional to have any hospitalization or surgery which has not been completed?	☐	■
69. **Have you ever had any indication of, or been treated by a licensed medical professional for:**		
a. Chest pain, palpitations, high blood pressure, heart disease, heart murmur, heart failure or other disorders of the heart or blood vessels?	■	☐
b. Any tumor, cancer, cysts, melanoma, lymphoma or any disorder of the lymph nodes?	☐	■
c. Anemia, leukemia, clotting disorder or any other blood disorder?	☐	■
d. Diabetes, elevated blood sugar, thyroid or other endocrine or glandular disorder?	☐	■
e. Asthma, emphysema, allergies, sleep apnea, tuberculosis, sarcoidosis, persistent [illegible] or any other disorder of the respiratory system?	☐	■
f. Seizures, fainting, dizziness, epilepsy, stroke, paralysis or other neurologic or brain disorder?	☐	■
g. Any nervous, mental, or emotional disorder, or received counseling for anxiety, depression, stress or any other emotional condition?	☐	■
h. Ulcers, colitis, jaundice, hepatitis, cirrhosis, gastrointestinal bleeding, or other disorder of the stomach, esophagus, liver, intestines, gallbladder, or pancreas?	☐	■
i. Any complications of pregnancy or disorder of the testicles, prostate, breasts, ovaries, uterus, cervix, kidney or urinary bladder?	☐	■
j. Arthritis, gout, or any disorder of the back, spine, muscles, nerves, bones, joints or skin?	☐	■
k. Any disorder of the eyes, ears, nose or throat?	☐	■
l. Any mental or physical disorder or medically or surgically treated condition not listed above?	☐	■
70. Have you ever been diagnosed as having or been treated by a licensed medical professional for Acquired Immune Deficiency Syndrome or an AIDS related condition?	☐	■
71. Do you use alcoholic beverages? *(If "Yes," provide Type, Frequency & Amount.)*	■	☐
Type _____ Frequency rarely Amount 1 drink		
72. Have you ever been treated for drug or alcohol abuse or been advised by a licensed medical professional to limit your use of alcohol or any medication, prescribed or not?	☐	■
73. In the past 5 years have you used or experimented with cocaine, marijuana, or other non-prescription stimulants, depressants, or narcotics?	☐	■

74. List all medication and dosages you are currently taking or have taken in the last 30 days, including prescriptions, over the counter drugs, aspirin and herbal supplements.

75. **Details:** *If set clearly from questions answered "Yes" and please specify to which question numbers details pertain. If more space is required, use the "Continuation of Details Supplement."*

69a) 3 years ago- 2 stents put in

TS004150

Lincoln Financial Group®

Please check appropriate underwriting company:
☐ The Lincoln National Life Insurance Company, Service Office: PO Box 21008, Greensboro NC 27420-1008
☐ Lincoln Life & Annuity Company of New York, Service Office: PO Box 21008, Greensboro, NC 27420-1008
☐ First Penn-Pacific Life Insurance Company, Service Office: PO Box 21008, Greensboro NC 27420-1008
(hereinafter referred to as "the Company")

Policy Number
JJ-7025248

SECTION B - DEFINED AGE QUESTIONNAIRE
(Complete if either Original Insured is age 70 or over.)

1. Original Insured A *(First, Middle, Last)* Marvin Schiller

2. Original Insured B *(First, Middle, Last)*

	Original Insured A	Original Insured B
3. Will you, the original insured and/or beneficiary, and/or any entity on your behalf, receive any compensation as an inducement to purchase the policy, whether via the form of cash, property, an agreement to receive money in the future, or otherwise, if this policy is issued?	☐ Y ■ N	☐ Y ☐ N
4. Have you, the original insured, been involved in any discussion about the possible sale or assignment of this policy to an unrelated third party, as an inducement to purchase the life insurance policy? Have you been involved in any discussion about the possible sale or assignment of a beneficial interest in a trust, limited liability company, or other entity created or to be created on your behalf which will have an ownership or beneficial interest in this policy?	☐ Y ■ N	☐ Y ☐ N
5. Have you, the original insured, been involved in any discussion about the projected value of this policy in a future sale to an unrelated third party? Do you, the original insured, understand that estimated values of policies in the life settlement or other secondary marketplace are not guaranteed and that you may not be able to sell your policy for any amount in excess of the cash surrender value?	☐ Y ■ N	☐ Y ☐ N
6. Have you, the original insured, ever sold a policy to a life settlement, viatical or other secondary market provider, or are you in the process of selling a policy?	☐ Y ■ N	☐ Y ☐ N

7. **Details:** *(List details from questions answered "Yes" and please specify to which question numbers details pertain. If more space is required use the "Continuation of Details Supplement.")*

OWNER INFORMATION

8. Owner Name same as current owner

	Owner
9. Will you, the proposed owner and/or beneficiary, and/or any entity on your behalf, receive any compensation as an inducement to purchase the policy, whether via the form of cash, property, an agreement to receive money in the future, or otherwise, if this policy is issued?	☐ Y ■ N
10. Have you, the proposed owner, been involved in any discussion about the possible sale or assignment of this policy to an unrelated third party, as an inducement to purchase the life insurance policy? Have you been involved in any discussion about the possible sale or assignment of a beneficial interest in a trust, limited liability company or other entity created or to be created on your behalf?	☐ Y ■ N
11. Have you, the owner, been involved in any discussion about the projected value of this policy in a future sale to an unrelated third party? Do you, the owner, understand that estimated values of policies in the life settlement or other secondary marketplace are not guaranteed and that you may not be able to sell your policy for any amount in excess of the cash surrender value?	☐ Y ■ N
12. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? *(If "Yes", please complete the Premium Financing Application Supplement.)*	■ Y ☐ N

13. **Details:** *(List details from questions answered "Yes" and please specify to which question numbers details pertain. If more space is required use the "Continuation of Details Supplement.")*

Comerica Bank

TS004151

Policy Number
JJ 7025248

PART I Continued

SERVICE OFFICE ENDORSEMENTS *(For Company Use Only. We will attach additional documentation as needed.)*

SUITABILITY

Complete only if applying for Variable Life Insurance and submit allocation form(s) with this Application:

1 Have you, the Original Insured(s) and the Owner if other than the Original Insured(s), received a current Prospectus for the policy applied for and have you had sufficient time to review it? Y N

2 Do you understand that the amount and duration of the death benefit may increase or decrease depending on the investment performance of funds in the Separate Account? Y N

3 Do you understand that the cash values may increase or decrease depending on the investment performance of Y N

PART I Continued

Policy Number
JJ-7025248

SERVICE OFFICE ENDORSEMENTS *(for Company Use Only. We will attach additional documentation as needed.)*

SUITABILITY

Complete only if applying for Variable Life Insurance and submit allocation form(s) with this Application:

1.	Have you, the Original Insured(s) and the Owner, if other than the Original Insured(s), received a current Prospectus for the policy applied for and have you had sufficient time to review it?	☐ Y ☐ N
2.	Do you understand that the amount and duration of the death benefit may increase or decrease depending on the investment performance of funds in the Separate Account?	☐ Y ☐ N
3.	Do you understand that the cash values may increase or decrease depending on the investment performance of the funds held in the Separate Account?	☐ Y ☐ N
4.	With this in mind, do you believe that the policy applied for is in accord with your insurance objective and your anticipated financial needs?	☐ Y ☐ N

CASH VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE EXPERIENCE OF THE SEPARATE ACCOUNT. THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS

AGREEMENT AND ACKNOWLEDGEMENT

I, the Owner, certify that the tax identification or social security number as provided by me is correct. I also certify that I am not subject to backup withholding.

Each of the Undersigned declares that

1. Any new, reinstated or increased coverage will not be in effect unless and until (a) all premiums and charges have been paid to and accepted by the Company; (b) the requested changes have been accepted by the Company; and (c) statements on this form and on any other application submitted as a part of this request are correct at the time of such payments and approval. Blank spaces in questions 31-43 (Owner Information) and/or 44-47 (Beneficiary Designation) of Part I of the application and question 19 of Section A of the application indicate no change from the previous designation.
2. No agent, broker or medical examiner has the authority to make or modify any Company contract or to waive any of the Company's requirements.
3. I/WE HAVE READ, or have had read to me/us, the completed Reinstatement or Change Application for Life Insurance before signing below. All statements and answers in this application are correctly recorded, and are full, complete and true. I confirm that upon receipt of the contract I will review the answers recorded on the application. I will notify the Company immediately if any information in the application is incorrect. Caution: If your answers on this application are incorrect or untrue, the Company may have the right to deny benefits or rescind coverage under the policy and any riders attached to it.
4. For employer owned life insurance policies, the owner hereby acknowledges its sole responsibility for ensuring that it complies with all legal and regulatory requirements related to life insurance it purchases on its employees, including appropriate disclosure to each employee whose life is insured under such a life insurance policy.
5. Corrections, additions or changes to this application may be made by the Company. Any such changes will be shown under "Service Office Endorsements". Acceptance of a policy issued with such changes will constitute acceptance of the changes. No change will be made in classification (including age at issue), plan, amount, or benefits unless agreed to in writing by the Applicant.
6. This application shall amend and be a part of the original application and the policy. The incontestability and suicide provisions in the policy are amended to apply to any new or increased coverage from the date the new or increased coverage is made to be in effect by the Company. Upon reinstatement, the period of contestability with respect to statements made in this application shall begin anew as of the date the new or increased coverage is made to be in effect by the Company.
7. For Universal Life and Variable Life, the effective date of any change in death benefit or any Rider requested on pages 1 and 2 shall be the Monthly Anniversary Day which coincides with or next follows the date the Company approves this application.

STATE DISCLOSURES

All jurisdictions except AR, AZ, CT, DC, FL, KS, KY, LA, ME, MN, NJ, NM, OH, OK, PA, TX, VA and WA. Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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

TS004153

PART I Continued

Policy Number
JJ-7025248

TRUST VERIFICATION

I/We hereby certify that the Trustee(s) named in this application are the Trustee(s) for the named Trust, which is in full force and effect. The Company assumes no obligation to inquire into the terms of any trust agreement affecting this policy and shall not be held liable for any party's compliance with the terms thereof. The Company may rely solely upon the signature(s) of the Trustee(s) named in this application to any receipt, release or waiver, or to any transfer or other instrument affecting this policy or any options, privileges or benefits thereunder. Unless otherwise indicated, the signature(s) of all Trustee(s) named, or their successors, will be required to exercise any contractual right under the policy. The Company shall have no obligation to see to the use or application of any funds paid to the Trustee(s) in accordance with the terms of the policy. Any such payment made by the Company to the Trustee(s) shall fully discharge the Company with respect to any amounts so paid.

AUTHORIZATION

Each of the undersigned declares that:

I/We authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf. I/We authorize the Company to disclose information related to my insurability to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

I/We acknowledge receipt of the Privacy Notice and the Important Notice containing the Investigative Consumer Report and MIB, Inc. information.

This authorization shall be valid for 24 months after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to such notification will not be affected.

The purpose of this authorization is to allow the Company to determine eligibility for Life coverage or a claim for benefits under a life policy.

For Non Underwritten Changes - The Company will not obtain medical information on this authorization for Non Underwritten Policy Changes questions A-G.

☐ I elect to be interviewed if an Investigative Consumer Report is prepared.

SIGNATORY SECTION

This Application consists of: a) Part I (including Sections A-B if needed); b) Part II Medical Application, if required; c) any amendments to the application(s) attached thereto; and d) any supplements, all of which a re required by the Company for the plan, amount and benefits applied for. This Reinstatement or Change Application for Life Insurance - Part I shall be complete when it includes Applicant Information - Original Insured A, and any or none of the following (please check, as applicable, included Sections A-B):

☐ **Section A - Applicant Information - Original Insured B.**

☐ **Section B - Defined Age Questionnaire.**

Signed in _____ (state) this _____ day of _____ (month) _____ (year)

Signature of Original Insured A (Parent or Guardian if under 18 years of age)	Signature of Original Insured B (If coverage applied for) (Parent or Guardian if under 18 years of age)
Signature of Applicant/Owner/Trustee (If other than Original Insured) (Provide Officer's Title if policy is owned by a Corporation)	**Signature of Applicant/Owner/Trustee** (If other than Original Insured) (Provide Officer's Title if policy is owned by a Corporation)

TO BE COMPLETED BY AGENT ONLY

(i) Does the applicant have any existing life insurance policies or annuities? ☐ Y ☐ N

(ii) Do you know or have you any reason to believe that replacement of insurance is involved? ☐ Y ☐ N

If a replacement is involved, I certify that only company approved sales materials were used in this sale and that copies of all sales materials were left with the applicant.

I declare that I have accurately answered all questions contained in this section.

I declare that I have provided each Original Insured and Owner(s) with the Important Notice as well as a copy of the Privacy Practices Notice.

Signature of Licensed Agent, Broker or Registered Representative	Name of Licensed Agent, Broker or Registered Representative (Please Print)

APPLICABLE TO VARIABLE LIFE ONLY

I have reviewed the Application, Supplements, New Account Form and allocation forms and find the transaction suitable.

Signature of Registered Principal of Broker/Dealer	Name of Registered Principal of Broker/Dealer (Please Print)

TS004154

TS004155



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:

Department of the Treasury
Internal Revenue Service Center
Austin TX 73301-0002

Simon Bernstein - 2011 1040

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

RECEIVED 1020 2012 AUS 737

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) 7010 1870 0001 8551 0848

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:

Peter M. Feaman, Esq.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436

Bernstein - Objection to Claim of Stansbury

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 2507

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)* Maggie Valle
C. Date of Delivery 4/5/13

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


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BOCA RATON STATION
FL 33431
Bernstein - Objection to Claim of Stansbury
Sent To
Peter M. Feaman, Esq.
Street, Apt. No.; or PO Box No.
3615 W. Boynton Beach Blvd.
City, State, ZIP+4
Boynton Beach, FL 33436
PS Form 3800, August 2006
See Reverse for Instructions

Bernstein jewelry

2 diamond ring settings
1 diamond encrusted wedding band
2 large diamond stones
Man's gold pocketwatch
clear & black triangle stone on gold chain
multi colored stones in flower shaped setting on gold band
thick gold chain (looks like horse bits)
gold chain link bracelet
dangling stone earrings (eveningwear)
gold Israel watch pendant on gold chain
gold oval cufflinks w/ small blue stones
Man's gold ring with B insignia
gold pin with small stones on A insignia

TS004160

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER - HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

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**

C. Peach Jr.

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. **State Registrar**

REQ: **2013124648**

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GREAT SEAL OF THE STATE OF FLORIDA IN GOD WE TRUST

28366062

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

TS004161

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

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LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

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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**
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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 COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

State Registrar

REQ: **2013124648**

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* 2 8 3 6 6 0 6 3 *

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

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TS004162

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

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NAME: **SIMON LEON BERNSTEIN**

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MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

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

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INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

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CERTIFIER'S LICENSE NUMBER: **ME54359**

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C. Meade Jr.

State Registrar

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GREAT SEAL OF THE STATE OF FLORIDA — IN GOD WE TRUST

28366064

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

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TS004163

STATE OF FLORIDA

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OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

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

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* 2 8 3 6 6 0 6 5 *

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

TS004164

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

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PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_ White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native–Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

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

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

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FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

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TIME OF DEATH (24 hr) **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

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

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **PENDING INVESTIGATION**

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

a **PENDING**

b

c

d

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

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **NO**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **UNKNOWN**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Jr. JJ ,State Registrar

REQ: **2013124648**

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

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* 3 8 8 1 8 0 8 8 *

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

TS004165

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and ARBITRAGE
INTERNATIONAL MANAGEMENT, LLC,
f/k/a ARBITRAGE INTERNATIONAL
HOLDINGS, LLC.
Defendants.
_____/

NOTICE OF HEARING
(Motion Calendar)

PLEASE TAKE NOTICE that the undersigned attorney for Plaintiff, WILLIAM STANSBURY, has called up for hearing the following matter:

Matter: **[Defendants'] Motion for Enlargement of Time to Respond to Amended Complaint**

Date: **Monday, March 11, 2013**

Time: **8:45 a.m.**

Place: **Honorable Glenn D. Kelley**
Courtroom 11A
Palm Beach County Circuit Court
205 No. Dixie Highway
West Palm Beach, FL 33401

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301; and at rspallina@tescherspallina.com to Robert L. Spallina, Esq., *Counsel forDonald Tescher, Personal Representative of the Estate of Simon Bernstein*, Tescher & Spallina, P.A., 4855 Technology Way, Suite 720, Boca Raton, FL 33431 on this 27th day of February, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____

Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SIMON BERNSTEIN,

Deceased.

Case No. 502012CP 004391 XXXX SB

Division: IZ

NOTICE OF INDEPENDENT ACTION

WILLIAM E. STANSBURY, Claimant ("Claimant"), by and through his undersigned counsel, hereby provides notice that he has filed an independent action against this Estate with respect to the Statement of Claim that Claimant filed in this proceeding, in accordance with §733.705 Fla. Stat. (2012). Such independent action is currently pending in the Circuit Court in and for Palm Beach County, Florida, Case No. 50-2012-CA-013933-XXXX-MB.

Signed on March 1, 2013.

Counsel for Claimant:

PETER M. FEAMAN, P.A.
3615 West Boynton Beach Boulevard
Boynton Beach, Florida 33436
Telephone: (561) 734-5552
E-mail: *pfeaman@feamanlaw.com*

By: _____
Peter M. Feaman, Esq.
Florida Bar No. 0260347

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service to Robert L. Spallina, Esq., *Counsel for Donald Tescher, Personal Representative of the Estate of Simon Bernstein,* Tescher & Spallina, P.A., 4855 Technology Way, Suite 720, Boca Raton, FL 33431, at rspallina@tescherspallina.com on this 1st day of March, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

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.

Robert Spallina

From: Maryanne Koskey [mkoskey@feamanlaw.com]
Sent: Wednesday, January 23, 2013 3:01 PM
To: swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; FLService@gtlaw.com; Robert Spallina
Subject: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA
Attachments: SKMBT_C35130123150800

Court: In the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, FL

Case No.: 50 2012 CA 013933 MB AA

Case Name: William Stansbury v. Bernstein et al

Attachment: Notice of Hearing on Pltf's Motion for Substitution of Party

Maryanne Koskey
Legal Assistant to Peter M. Feaman
PETER M. FEAMAN, P.A.
Attorneys for William Stansbury
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561.734.5552
Fax: 561.734.5554
www.feamanlaw.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

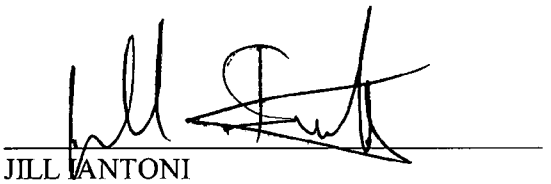
TRUST dated JUNE 21, 1995 FILE NO.:

_____/

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

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

Dated this 6 day of March, 2013.



JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:

_____/

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

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

Dated this 7 day of March, 2013.

LISA S. FRIEDSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

Deceased. IZ

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

12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 2 day of Oct, 2012.

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 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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Text Revised October 1, 1998

TS004174

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391IZXXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SIMON L. BERNSTEIN, deceased, whose date of death was September 13, 2012, File Number 502012CP004391IZXXXXSB, 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 October 16, 2012.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Personal Representative:

ROBERT L. SPALLINA
7387 Wisteria Avenue
Parkland, FL 33076

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

Bar Form No. P-3.0740
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Reviewed October 1, 1998

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: December 20, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

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

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

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

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

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

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **NATURAL**

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

a **MYOCARDIAL INFARCT**

b **SEVERE CORONARY ATHEROSCLEROSIS**

c

d

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

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **YES**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **NO**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Jr. JJ ,State Registrar REQ: **2013376149**

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

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

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

* 3 8 8 3 0 8 4 1 *

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

TS004176

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 IZ XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SIMON L. BERNSTEIN, deceased, File Number 502012CP004391IZ XXXXSB 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 July 25, 2012, 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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Co-Personal Representatives:

ROBERT L. SPALLINA
7387 Wisteria Ave.
Parkland, FL 33076

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

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-02-2012

Employer Identification Number:
30-6329441

Form: SS-4

Number of this notice: CP 575 B

001297.263822.0005.001 1 MB 0.404 532

SIMON L BERNSTEIN TR
ROBERT L SPALLINA ET AL TTEE
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

001297

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 30-6329441. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041 04/15/2013

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.

(IRS USE ONLY) 575B 11-02-2012 BERN B 0244830968 SS-4



001297

Keep this part for your records. CP 575 B (Rev. 7-2010)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

0244830968

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 11-02-2012
EMPLOYER IDENTIFICATION NUMBER: 30-6329441
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SIMON L BERNSTEIN TR
ROBERT L SPALLINA ET AL TTEE
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-02-2012

Employer Identification Number:
30-6329442

Form: SS-4

Number of this notice: CP 575 B

001296.263822.0005.001 1 MB 0.404 532

SIMON L BERNSTEIN ESTATE
R L SPALLINA & D R TESCHER PER REP
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

001296

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 30-6329442. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041 12/15/2013

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do rot have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.

(IRS USE ONLY) 575B 11-02-2012 BERN B 0244830968 SS-4



001296

Keep this part for your records. CP 575 B (Rev. 7-2010)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 B

0244830968

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 11-02-2012
EMPLOYER IDENTIFICATION NUMBER: 30-6329442
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023



SIMON L BERNSTEIN ESTATE
R L SPALLINA & D R TESCHER PER REP
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

STATE OF FLORIDA

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OFFICE of VITAL STATISTICS

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 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.

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DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

TS004184

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased. IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED
12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 2 day of Oct, 2012.

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 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

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

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

IZ

Deceased.

LETTERS OF ADMINISTRATION

12 OCT -2 AM 9:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

TO ALL WHOM IT MAY CONCERN

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DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

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 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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Text Revised October 1, 1998

TS004186

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

IZ

Deceased.

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED
12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

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DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

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 2 DAY OF Oct, 20 12
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

TS004187

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

IZ

Deceased.

2012 OCT -2 AM 9:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY FL
SOUTH CTY BRANCH-FILED

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 2 day of Oct, 2012.

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 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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Text Revised October 1, 1998

TS004188

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 ____ day of _____, 2012.

Estate must be closed 12 months from the date of order

_____
Circuit Judge

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

MEMORY TRANSMISSION REPORT

TIME : OCT-09-2012 11:56AM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	280
DATE	:	OCT-09 11:55AM
TO	:	15618202077
DOCUMENT PAGES	:	003
START TIME	:	OCT-09 11:55AM
END TIME	:	OCT-09 11:56AM
SENT PAGES	:	003
STATUS	:	OK

FILE NUMBER : 280 *** 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

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: October 9, 2012

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 Simon L. 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

DIANE DUSTIN
LEGAL ASSISTANT

KIMBERLY MORAN
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

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A05095

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
KNDJT2A50D7497193	2013	KIA	4D	2560		109695632

Registered Owner:

Date of Issue 08/30/2012

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Mail To:

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

STATE OF FLORIDA

LIEN SATISFACTION

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
KNDJT2A50D7497193	2013	KIA	4D	2560		109695632

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N	SIL/SIL				PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
325 MILES 08/24/2012 ACTUAL			08/30/2012

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Clayton B. Walden
Clayton Boyd Walden
Director

Control Number 108063188

Julie Jones
Julie L. Jones
Executive Director

VOID IF ALTERED

VOID IF ALTERED

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the milege, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |_|_|_|_|_|_| X | (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

HSMV 82250 (REV. 04-08) STATE OF FLORIDA TS004192

IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB IY
DIVISION: COLIN

IN RE: ESTATE OF

SIMON BERNSTEIN

Deceased.
_____/

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

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.

MARK R. MANCERI, P.A.• 2929 East Commercial Blvd.• Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

CASE NO.: 52012CP004391XXXXSB IY

SERVICE LIST

Peter M. Feaman, Esq. (e-mail)
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Eliot Bernstein (U.S. mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

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, Co-Personal Representative (e-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Robert L. Spallina, Co-Personal Representative (e-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Kimberly Moran

From: Kimberly Moran

Sent: Wednesday, January 22, 2014 1:24 PM

To: 'tbernstein@lifeinsuranceconcepts.com'; 'ARose@pm-law.com'; 'mrmlaw@comcast.net'; 'jilliantoni@gmail.com'; 'lisa.friedstein@gmail.com'; 'psimon@stpcorp.com'; 'iviewit@iviewit.tv'; Donald Tescher

Cc: Robert Spallina

Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO.: 502012CP004391XXXXSB

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	50 2012 CP 004391 XXXX SB
Initial Parties:	IN RE: ESTATE OF SIMON L. BERNSTEIN
Document Being Served:	CONSENT AND JOINDER TO MOTION TO WITHDRAW AS COUNSEL OF RECORD
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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN,	**PROBATE DIVISION**
Deceased.	**CASE NO. 502012CP004391XXXXSB**
ELIOT IVAN BERNSTEIN, PRO SE	**DIVISION: IY (COLIN)**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

CONSENT AND JOINDER TO MOTION TO WITHDRAW AS COUNSEL OF RECORD

I, ROBERT L. SPALLINA, ESQ., as co-personal representative of the above-referenced estate, as counsel for the co-personal representative, Donald R. Tescher, and as a respondent, both personally and professionally, hereby consent to and join in the Motion to Withdraw as Counsel of Record filed by Mark R. Manceri, Esq. and Mark. R. Manceri, P.A., on January 10, 2014, which motion has been set for hearing on January 23, 2014, at 8:45 a.m.

DATED this 22 day of January, 2014.

TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
Telephone: 561-997-7008
rspallina@tescherspallina.com
kmoran@tescherspallina.com

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 30 day of January, 2014.

Robert L. Spallina, Esq.

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Alan B. Rose, Esq. (E-mail)
Page Mrachek Fitzgerald Rose Konopka & Dow PA
505 S Flagler Dr Ste 600
West Palm Beach, Florida 33401

Eliot Bernstein (U.S. Mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. Mail)
2142 Churchill Lane
Highland Park, Illinois 60035

Pamela Beth Simon (U.S. Mail)
950 North Michigan Avenue, Suite 2603
Chicago, Illinois 60611

Jill Iantoni (U.S. Mail)
2101 Magnolia Lane
Highland Park, Illinois 60035

Donald R. Tescher (E-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Mark R. Manceri, Esq. (E-mail)
Mark. R. Manceri, P.A.
2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, Florida 33308

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Wednesday, January 22, 2014 12:46 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB

This is an automatic e-mail message generated by the ePortal system.
Please DO NOT RESPOND to this e-mail as the mail box is unattended.

Notice of Electronic Filing

The following transaction was entered on 01/22/2014 12:45:28 PM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Fl
Case #:	502012CP004391XXXXSB
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
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlam

News & Information

e-Issuance for Domestic Relations now available. Read More ...

For E-Filing info & resources visit: http://www.mypalmbeachclerk.com/efiling

- 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 502012CP004391XXXXSB
Clerk Case # you have provided is 2012CP004391
Reference # for this filing is 9416358

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
9416358	502012CP004391XXXXSB	2012CP004391	Received	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 FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

AMENDED INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, submits this Amended 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
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Reviewed October 1, 1998

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
JP Morgan (4788015220)	77,491.27
JP Morgan (W32585007)	519,266.37
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Promissory Note from Bernstein Family Realty, LLC (not including accrued interest)	365,000.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE $ 1,155,719.40

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.

Bar Form No. P-3.0100
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Reviewed October 1, 1998

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 24 day of Dec, 2013.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

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 STATUS CONFERENCE

THIS CAUSE came before the Court on January 2, 2014, on the Status Conference set pursuant to the instructions of the Court and the Court having reviewed the file and heard the argument(s) of the interested persons or their counsel and being otherwise fully advised in the premises, it is hereupon, ORDERED AND ADJUDGED, as follows:

1. The Motion to Transfer the Estate of Simon Bernstein currently pending before Judge French to Judge Colin is granted.
2. The Estate of Simon Bernstein shall retain

It's separate Case number and the Estate of Shirley Bernstein shall retain it's separate Case number.

3. All future pleadings or papers in both Estates shall be filed in Judge Colin's Division who shall have exclusive jurisdiction over both Estates from the date of this Order.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this 2 day of January, 2014.

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Peter Feaman, Esq.
Eliot Ivan Bernstein
All Interested Persons

U.S. Postal Service™
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7010 1870 0001 8551 2040

Bernstein Amended Inventory

Sent To: Lisa S. Friedstein
Street, Apt. No.; or PO Box No.: 2142 Churchill Lane
City, State, ZIP+4: Highland Park IL 60035

PS Form 3800, August 2006 — See Reverse for Instructions

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Total Postage & Fees	$

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7010 1870 0001 8551 2033

Bernstein Amended Inventory

Sent To: Alexandra Bernstein
Street, Apt. No.; or PO Box No.: 3000 Washington Blvd Apt 424
City, State, ZIP+4: Arlington VA 22201

PS Form 3800, August 2006 — See Reverse for Instructions

U.S. Postal Service™
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Total Postage & Fees	$

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7010 1870 0001 8551 2064

Bernstein Amended Inventory

Sent To: Eliot Bernstein
Street, Apt. No.; or PO Box No.: 2753 NW 34th Street
City, State, ZIP+4: Boca Raton FL 33434

PS Form 3800, August 2006 — See Reverse for Instructions

U.S. Postal Service™
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here: mailed 12/27/13

7010 1870 0001 8551 2057

Bernstein Amended Inventory

Sent To: Jill Iantoni
Street, Apt. No.; or PO Box No.: 2101 Magnolia Lane
City, State, ZIP+4: Highland Park IL 60035

PS Form 3800, August 2006 — See Reverse for Instructions

U.S. Postal Service™
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Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here: mailed 12/27/13

7010 1870 0001 8551 2088

Bernstein Amended Inventory

Sent To: Ted S. Bernstein
Street, Apt. No.; or PO Box No.: 880 Berkely Street
City, State, ZIP+4: Boca Raton FL 33487

PS Form 3800, August 2006 — See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here: mailed 12/27/13

7010 1870 0001 8551 2071

Bernstein Amended Inventory

Sent To: Pamela Simon
Street, Apt. No.; or PO Box No.: 950 North Michigan Ave #2003
City, State, ZIP+4: Chicago IL 60602

PS Form 3800, August 2006 — See Reverse for Instructions

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

Simon Bernstein Amended Inventory

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

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) 7010 1870 0001 8551 2040

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 Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 606006

Simon Bernstein Amended Inventory

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Terrence Deals ☐ 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) 7010 1870 0001 8551 2071

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:

Jill Iantoni
2101 Magnolia Lane
Highland Park IL 60035

Simon Bernstein Amended Inventory

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 2057

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* [illegible] C. Date of Delivery 7.2.14

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

TS004209

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:

Alexandra Bernstein
3000 Washington Blvd.
Apt. 424
Arlington, VA 22201

Simon Bernstein Amended Inventory

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Ira Hoar

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 la 7010 1870 0001 8551 2033

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

Simon Bernstein Amended Inventory

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 2064

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by *(Printed Name)* C Bernstein

C. Date of Delivery 12/30/13

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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

AMENDED INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, submits this Amended 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
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Reviewed October 1, 1998

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
JP Morgan (4788015220)	77,491.27
JP Morgan (W32585007)	519,266.37
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Promissory Note from Bernstein Family Realty, LLC (not including accrued interest)	365,000.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE $ 1,155,719.40

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.

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc
Reviewed October 1, 1998

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 27th day of Dec, 2013.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

© Florida Lawyers Support Services, Inc.

Kimberly Moran

From: noreply@myflcourtaccess.com
Sent: Friday, December 27, 2013 9:59 AM
Subject: Filing Received

Dear Robert L. Spallina:

This email verifies the receipt of 1 document submitted by you to Palm Beach Probat

UCN:	502012CP004391XXXXSB
Clerk Case #:	2012CP004391
Case Style:	IN RE: Estate of Not Available
Document Title:	Inventory - Estate
Matter #:	
Total Filing Fees:	$0.00
Statutory Convenience Fee:	$0.00
Total Paid:	$0.00
Paid By:	No Payment Required
MyFloridaCounty Receipt #:	

The E-Portal reference number of this filing is: 8620917. Please reference this

We will notify you when processing is complete.

This is a non-monitored email. Do not reply directly to it. If you have any questions
Probate division.

Thank you,
The Florida Courts E-Filing Portal

CERTIFIED MAIL

LAW OFFICES
TESCHER & SPALLIN

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

7010 1870 0001 8551 2033

PB8678131
DEC 27 13
06.11
BOCA RATON, FL
33431

Alexandra Bernstein
3000 Washington Blvd.
Apt. 424
Arlington, VA 22201

CERTIFIED MAIL

LAW OFFICES
TESCHER & SPALLIN

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

7010 1870 0001 8551 2040

PB8678131
DEC 27 13
06.11
BOCA RATON, FL
33431

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

CERTIFIED MAIL

LAW OFFICES
TESCHER & SPALLIN

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

7010 1870 0001 8551 2057

PB8678131
DEC 27 13
06.11
BOCA RATON, FL
33431

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

CERTIFIED MAIL

LAW OFFICES
TESCHER & SPALLIN

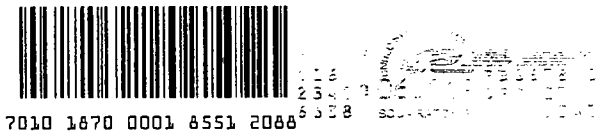
BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

7010 1870 0001 8551 2064

PB8678131
DEC 27 13
06.11
BOCA RATON, FL
33431

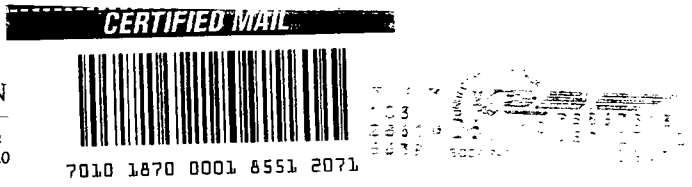
Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

LAW OFFICES
TESCHER & SPALLIN
BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431



Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

LAW OFFICES
TESCHER & SPALLIN
BOCA VILLAGE CORPORATE CENTER
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431



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

*** FILED: PALM BEACH COUNTY, FL SHARON BOCK, CLERK ***

Electronically Filed 06/11/2013 03:50:56 PM ET

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, 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	$

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PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	$ 63,205.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE$ $ 131,476.92

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.

Addt'l Ins Assets

US Life Proceeds - 50,800.00
JP Morgan Ins. - 67,942.00
Monarch Life Proceeds - 4,000.00
Cincinnati Life Proceeds - 7,665.00
Bernstein Family Realty, Note - 365,000.00

↑ Promissory Note

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 11 day of June, 2013.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
JP Morgan (4788015220)	77,491.00
JP Morgan (W32585007)	519,266.37
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Promissory Note from Bernstein Family Realty, LLC (not including accrued interest)	365,000.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE $ 1,155,719.40

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.

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PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
JP Morgan (4788015220)	67,402.08
JP Morgan (W32585007)	519,266.37
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Promissory Note from Bernstein Family Realty, LLC (not including accrued interest)	365,000.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE $ 1,145,630.40

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.

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PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	~~$384.25~~ 384.25
Wells Fargo - Acct. Ending 1945	~~1,599.49~~ 1559.45
Sabadell Bank - Acct. Ending 9414	15,153.18
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
JP Morgan ~~IRA~~ – Acct. Ending	67,402.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Bernstein Family Realty, LLC (Promissory Note) from not including accrued interest	365,000.00
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE$	$ 626,364.08

add JPMorgan IRA acct

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.

1,145,630.40

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, 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
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Reviewed October 1, 1998

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	$ 63,205.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATES $ 131,476.92

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.

Bar Form No. P-3 0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

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 11 day of June, 2013.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

Bar Form No. P-3 0100
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Reviewed October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, 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
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PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	$ 63,205.00
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE$	$ 131,476.92

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.

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

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 11 day of June, 2013.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, 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
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Reviewed October 1, 1998

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	$ 63,205.00
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE	$ 131,476.92

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.

Bar Form No. P-3 0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

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 11 day of June, 2013.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, 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	$

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Reviewed October 1, 1998

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Furniture, furnishings, household goods and personal effects	$_____
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE	$ =

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 _____ day of _____, 2012.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

Bar Form No. P-3.0100
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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 _____ day of _____, 2012.

TESCHER & SPALLINA, P.A.
Attorneys for the Personal Representative
of the Estate of Simon 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
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Reviewed October 1, 1998

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SIMON BERNSTEIN, Deceased

CASE NO. 50 2012 CP 004391 IZ XXXX SB

Judge: James L. Martz
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: **09/13/2012**
SS#: **371-32-5211**
Estate ID: **30-6329442**
Trust ID: **30-6329441**

Our File No. **11187.006**

No.	Description	Filing Date
1.	Will of Simon Bernstein	October 2, 2012
2.	Certificate of Death	October 2, 2012
3.	Petition for Administration	October 2, 2012
4.	Oath of PR, Designation of Resident Agent, and Acceptance (RLS)	October 2, 2012
5.	Oath of PR, Designation of Resident Agent, and Acceptance (DRT)	October 2, 2012
6.	Order Admitting Will to Probate and Appointing Personal Representative	October 2, 2012
7.	Letters of Administration	October 2, 2012
8.	Notice of Trust	October 2, 2012
9.	Designation of Email Addresses Pursuant to Rule 2.516	October 2, 2012
10.	Notice of Filing Proof of Publication of Notice of Administration	November 20, 2012
11.	Notice of Filing Proof of Publication of Notice to Creditors	November 20, 2012
12.	Petition for Extension of Time to File Inventory	December 13, 2012
13.	Order Extending Time to File Inventory	PENDING
14.	Notice of Filing Proof of Service of Notice to Creditors upon AHCA	January 23, 2013
15.	Notice of Filing Proof of Service of Notice to Creditors upon Known Creditors	January 23, 2013
16.	Objection to Claim of William E. Stansbury	February 4, 2013

LAW OFFICES

TESCHER & SPALLINA, P.A.

CHECK DEPOSIT: _____ TRUST: _____ DATE: 10/1/12

CHECK REQUEST: ✓ FIRM: ✓

CLIENT CHARGE: _____

CLIENT/FILE: Bernstein FILE No.: 111187.006

PAYEE/PAYOR: Clerk of the Circuit Court

AMOUNT: $419.00 PAYMENT FOR: opening probate fees and cert copies

SPECIAL INSTRUCTIONS: _____

PERSON REQUESTING/ATTORNEY: _____

POSTED: _____ DATE: _____ BY: _____

5583

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 10/1/12

PAY TO THE ORDER OF Clerk of the 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 111187.006 Kimberly Moran

MP

⑈005583⑈ ⑆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: September 27, 2012

CASE NO.: STYLE: Estate of Simon L. 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 Simon L. 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)**;
7) Proposed Letters of Administration **(6 certified copies requested)**; and
8) Designation of Email Addresses Pursuant to Rule 2.516.

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

TS004239

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004240

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004241

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004242

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004243

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALL-STATE LEGAL company
RECYCLED PAPER
TO REORDER CALL 954-846-9399

TS004244

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004245

LEGAL OFFICE PRODUCTS & SUPPLIES on ALL STATE LEGAL company
SINCE 1977
RECYCLED PAPER
TO REORDER CALL 954-846-9399

TS004246

LEGAL OFFICE PRODUCTS & SUPPLIES ON ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004247

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004248

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 50 2012 CP 004391 IZ XXXX SB

Deceased.

OBJECTION TO CLAIM OF WILLIAM E. STANSBURY

ROBERT L. SPALLINA and DONALD R. TESCHER, being co-personal representatives of the above estate, by and through his undersigned counsel, hereby objects to the Claim of William E. Stansbury in excess of $2.5 million dollars, filed in this proceeding.

The claimant is limited to a period of thirty (30) days from the date of service of this objection within which to bring an action on the Claim, as provided in Section 733.705 of the Florida Probate Code. *An "action" means an action separate from this probate proceeding in the appropriate court. "Service" of this Objection, if made by mail, is complete upon mailing (and the date is noted below); however, an additional five (5) days are added to the initial thirty (30) day period.*

IF YOU FAIL TO BRING SUCH AN ACTION WITHIN THE TIME STATED, NO ACTION OR PROCEEDING ON THE CLAIM MAY BE BROUGHT AGAINST THE PERSONAL REPRESENTATIVE, AND THE CLAIM IS THEREAFTER FOREVER BARRED WITHOUT ANY COURT ORDER.

I CERTIFY that a copy of this Objection to Claim was mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the Claimant at the following address: Peter M. Feaman, Esq., 3615 West Boynton Beach Blvd., Boynton Beach, FL 33436, this 4 day of February, 2013.

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
email: rspallina@tescherspallina.com

N:\WPDATA\estates\Bernstein, Simon\Pleadings\Obj to Claim - Stansbury.wpd

Bar Form No. P-3.0420
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Text Revised 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: February 4, 2013

CASE NO.: 502012CP004391IZXXXX SB STYLE: Estate of Simon L. 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 Objection to Claim of William E. Stansbury.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: Robert L. Spallina/km
Robert L. Spallina, Esquire

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004251

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 IZ XXXX SB

Deceased.

NOTICE OF FILING PROOF OF SERVICE OF NOTICE TO CREDITORS UPON CREDITORS

I CERTIFY THAT ON December 17, 2012, 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:

See Attached

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 Jan 22, 2013 .

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By:_____

ROBERT L. SPALLINA, ESQUIRE
Attorney for Personal Representatives
Florida Bar No. Florida Bar No. 497381
4855 Technology Way, Suite 720
Boca Raton, FL 33431
(561) 997-7008
rspallina@tescherspallina.com

N:\WPDATA\eaters\Bernstein, Simon\Pleadings\Ntc of Filing Proof of Service of NTC upon cred.wpd

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:

American Pioneer Life Insurance
PO Box 13090
Pensacola, FL 32591-3090

Est of Simon Bernstein - Notice to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7800

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

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:

American Pioneer Life Ins. Company
PO Box 504518
St. Louis, MO 63150-4518

Est of Simon Bernstein - Notice to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7794

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X MM DAVIS
☐ 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

ST LOUIS MO 63155
DEC 20 2012
LOCKBOX SECTION

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:

Wells Fargo Bank
PO Box 660930
Dallas, TX 75266-0930

Bernstein Est - Ntc to Creditors

2. Article Number (Transfer from service) 7010 1870 0001 8550 7756

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Edgar Ramirez
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
DEC 19 2012

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:

Wells Fargo Bank
PO Box 4233
Portland, OR 97208-4233

Bernstein Est - Ntc to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7749

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery DEC 20 2012

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.

American Express
PO Box 360001
Fort Lauderdale, FL 33336-0001

Bernstein Est - Notice to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7732

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Paulette Stennett C. Date of Delivery 12-19-12

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.

American Express
PO Box 297812
Fort Lauderdale, FL 33329-7812

Est of Simon Bernstein - Notice to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7787

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

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:

American Express
PO Box 297879
Fort Lauderdale, FL 33329-7879

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

Est of Simon Bernstein - Ntc to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7817

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:

Chase Card Services
PO Box 15298
Wilmington, DE 19850

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Manny Cruz ☐ Agent ☐ Addressee

B. Received by (Printed Name) Manny Cruz | C. Date of Delivery DEC 20 2012

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

Bernstein Estate - Notice to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7725

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:

CBIZ Goldstein Lewin
PO Box 953152
St. Louis, MO 63195-3152

LOCKBOX 953152

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

Est of Simon Bernstein - Notice to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7770

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

TS004255

LEGAL OFFICE PRODUCTS & SUPPLIES on ALL-STATE LEGAL company SINCE 1977
RECYCLED PAPER
TO REORDER CALL 954-846-9399

TS004256

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

NOTICE OF FILING
PROOF OF SERVICE OF
NOTICE TO CREDITORS UPON THE AGENCY FOR HEALTH CARE ADMINISTRATION

I CERTIFY THAT ON December 17, 2012, 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 12-17-12, 2013.

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
rspallina@tescherspallina.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391IZXXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SIMON L. BERNSTEIN, deceased, whose date of death was September 13, 2012, File Number 502012CP004391IZXXXXSB, 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 October 16, 2012.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Personal Representative:

ROBERT L. SPALLINA
7387 Wisteria Avenue
Parkland, FL 33076

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

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.
Agency For Health Care Administration
c/o FL TPL Recovery Unit
P.O. Box 12188
Tallahassee, FL 32317

Bernstein Est- Notice to Creditors

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) DEC 2 2012 C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Received by Estate

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) 7010 1870 0001 8550 7718

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: January 22, 2013

CASE NO.: 502012CP004391IZXXXX SB STYLE: Estate of Simon L. 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 Service of Notice to Creditors Upon the Agency for Healthcare Administration; and
2. Notice of Filing Proof of Service of Notice to Creditors Upon Known Creditors.

Thank you for your courtesies in this matter.

Tescher & Spallina, P.A.

By: _____
Robert L. Spallina, Esquire

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004261

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 50 2012 CP 004391 IZ XXXX SB

Deceased.

ORDER EXTENDING TIME TO FILE INVENTORY

THIS CAUSE, having come before the Court upon the Petition of Robert L. Spallina and Donald R. Tescher, as co-personal representatives of the Estate of Simon Bernstein, deceased, for an extension of time to file the Inventory of the estate, and the Court having reviewed the Petition and being otherwise duly advised in the premises it is hereby

ADJUDGED that an extension of time is granted up until _____ in which to file the Inventory in this cause.

DONE AND ORDERED in Chambers at Delray Beach, Palm Beach County, Florida, this _____ day of _____, 2012.

_____

Circuit Judge

cc: Robert L. Spallina, Esquire

N:\WPDATA\estates\Bernstein, Simon\Pleadings\Extend Inventory Ord.wpd

Bar Form No. P-3.0420
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Text Revised October 1, 1998

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004263

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012 CP 004391 IZ XXXX SB

Deceased.

PETITION FOR EXTENSION OF TIME TO FILE INVENTORY

PETITIONERS, Robert L. Spallina and Donald R. Tescher, as co-personal representatives of the Estate of Simon L. Bernstein, deceased, through undersigned counsel, files this Petition for Extension of Time to File Inventory, as grounds therefor would state as follows:

1. Petitioners were appointed co-personal representatives of the Estate of Simon L. Bernstein through Letters of Administration entered October 2, 2012.

2. In accordance with Florida law, the Inventory of the estate is due on or before December 2, 2012.

3. The estate has been delayed in receiving valuation information necessary to complete the Inventory.

WHEREFORE, Petitioner requests an extension of time of sixty (60) days to file the Inventory in this cause.

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 the 13th day of December, 2012.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
4855 Technology Way, Suite 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com

N:\WPDATA\estates\Bernstein, Simon\Pleadings\Extend Time to File Inv Pet.wpd

Bar Form No. P-3.0420
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Text Revised 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: December 13, 2012

CASE NO.: STYLE: Estate of Simon L. Bernstein

Conformed copies: 1 Mailed: _____ Stamped Envelope Enclosed: Yes
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed is a Petition for Extension of Time to File Inventory. We are also enclosing a proposed Order Extending Time to File Inventory. Please provide one conformed copy of the Order.

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

TS004266

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No.: 50 2012 CP 004391 IZ XXXX SB
Deceased.

NOTICE OF FILING
PROOF OF PUBLICATION
OF NOTICE TO CREDITORS

ROBERT L. SPALLINA and DONALD R. TESCHER, as co-Personal Representatives of the Estate of Simon 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 20th day of November, 2012.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

N:\WPDATA\estate\Bernstein, Simon\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 N. LYONS, 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

502012CP004391XXXXSB
NOTICE TO CREDITORS
IN RE: ESTATE OF SIMON L. BERNSTEIN, DECEASED

in the CIRCUIT Court,
was published in said newspaper in the issues of

10/16/2012, 10/23/2012

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
23 day of OCTOBER A.D. 2012

(SEAL)

N. LYONS personally known to me

SHEENA THOMPSON
MY COMMISSION # EE157713
EXPIRES January 27, 2016
(407) 398-0153 FloridaNotaryService.com

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
PROBATE DIVISION
File No. 502012CP004391-XXXXSB
IN RE: ESTATE OF
SIMON L. BERNSTEIN,
Deceased.

The administration of the estate of SIMON L. BERNSTEIN, deceased, whose date of death was September 13, 2012, File Number 502012CP-004391XXXXSB, 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 first publication of this Notice is October 16, 2012.

Personal Representative:
ROBERT L. SPALLINA
7387 Wisteria Avenue
Parkland, FL 33076
DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445

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
Primary:
rspallina@teschersallina.com
Secondary:
kmoran@teschersallina.com
10/16-23 12-7-74/1964019P

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391IZXXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SIMON L. BERNSTEIN, deceased, whose date of death was September 13, 2012, File Number 502012CP004391IZXXXXSB, 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 October 16, 2012.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Personal Representative:

ROBERT L. SPALLINA
7387 Wisteria Avenue
Parkland, FL 33076

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

Bar Form No. P-3.0740
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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: November 20, 2012

CASE NO.: STYLE: Estate of Simon L. 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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391IZXXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SIMON L. BERNSTEIN, deceased, whose date of death was September 13, 2012, File Number 502012CP004391IZXXXXSB, 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 October 16, 2012.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Personal Representative:

ROBERT L. SPALLINA
7387 Wisteria Avenue
Parkland, FL 33076

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

Bar Form No. P-3.0740
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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

TS004272

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No.: 502012CP004391 IZ XXXX SB
Deceased.

NOTICE OF FILING
PROOF OF PUBLICATION
OF NOTICE OF ADMINISTRATION

ROBERT L. SPALLINA and DONALD R. TESCHER, as co-Personal Representatives of the Estate of Simon 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 20th day of November, 2012.

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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

N:\WPDATA\eestate\Bernstein, Simon\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 N. LYONS, 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

502012CP004391XXXXSB
NOTICE OF ADMINISTRATION
IN RE: ESTATE OF SIMON L. BERNSTEIN, DECEASED

in the CIRCUIT Court,
was published in said newspaper in the issues of

10/16/2012 10/23/2012

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

23 day of OCTOBER A.D. 2012

(SEAL)

N. LYONS personally known to me

SHEENA THOMPSON
MY COMMISSION # EE157713
EXPIRES January 27, 2016
(407) 398-0153 FloridaNotaryService.com

NOTICE OF ADMINISTRATION
IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
PROBATE DIVISION
File No. 502012CP004391-XXXXSB
IN RE: ESTATE OF
SIMON L. BERNSTEIN,
Deceased.

The administration of the estate of SIMON L. BERNSTEIN, deceased, File Number 502012CP-004391XXXXSB is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach Sbuth County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated July 25, 2012, has been admitted to probate. The name and address of the personal representative and 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 or 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 file 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.

Co-Personal Representatives:
ROBERT L. SPALLINA
7387 Wisteria Ave.
Parkland, FL 33076
DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445
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
Primary:
rspallina@rescherspallina.com
Secondary:
kmoran@tescherspallina.com
10/16-23 12-7-73/1964015P

TS004274

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 IZ XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SIMON L. BERNSTEIN, deceased, File Number 502012CP004391IZ XXXI 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 July 25, 2012, 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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Co-Personal Representatives:

ROBERT L. SPALLINA
7387 Wisteria Ave.
Parkland, FL 33076

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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 IZ XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SIMON L. BERNSTEIN, deceased, File Number 502012CP004391IZ XXXXSB 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 July 25, 2012, 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
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Co-Personal Representatives:

ROBERT L. SPALLINA
7387 Wisteria Ave.
Parkland, FL 33076

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

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004277

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

DESIGNATION OF EMAIL ADDRESSES PURSUANT TO RULE 2.516

The undersigned counsel, as attorney for Robert L. Spallina and Donald R. Tescher, hereby designates, pursuant to Florida Rule of Judicial Administration 2.516(b)(1) the following e-mail addresses for purpose of service of pleadings and other papers in this case:

Primary Email Address: rspallina@tescherspallina.com

Secondary Email Address: kmoran@tescherspallina.com

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Bar Form No. P-3.0740
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Reviewed October 1, 1998

LEGAL
SINCE 1977 OFFICE PRODUCTS & SUPPLIES
an ALL-STATE LEGAL company
RECYCLED PAPER
TO REORDER CALL 954-846-9399

TS004279

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

NOTICE OF TRUST

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

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

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

Signed on 9/27/12, 2012.

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

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

Copy mailed to attorney for the Personal Representative on

_____
CLERK OF THE CIRCUIT COURT

By: _____

MUST BE FILED IN DUPLICATE

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004281

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 ____ day of _____, 2012.

Estate must be closed 12 months from the date of order

SIGNED & DATED

OCT 0 2 2012

Circuit Judge JUDGE JAMES L. MARTZ

Bar Form No. P-3.0420
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Text Revised October 1, 1998

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS004283

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

ORDER ADMITTING WILL TO PROBATE AND APPOINTING PERSONAL REPRESENTATIVE

The instrument presented to this court as the Last Will of Simon L. 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 September 13, 2012, and that Robert L. Spallina and Donald R. Tescher are qualified under the laws of the State of Florida to serve as co-personal representatives, it is

ADJUDGED that the Will dated July 25, 2012, and attested by Robert L. Spallina and Kimberly Moran 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 Robert L. Spallina and Donald R. Tescher are appointed as co-personal representatives 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 $ -0-, Letters of Administration shall be issued.

ORDERED on _____.

Estate must be closed 12 months from the date of order

SIGNED & DATED

OCT 0 2 2012

_____

Circuit Judge **JUDGE JAMES L. MARTZ**

cc: Robert L. Spallina, Esquire

Bar Form No. P-3.0420
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Text Revised October 1, 1998

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 SIMON L. BERNSTEIN, Deceased.

PROBATE DIVISION

File No. _____

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. I have been appointed co-personal representative of the estate of SIMON L. BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445, and my post office address is 4855 Technology Way, Suite 720, Boca Raton, FL 33431.

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

DONALD R. TESCHER, Affiant

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

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 28, 2016
#EE 156021
Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

(Affix Notarial Seal)

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 Oct. 1, 2012.

DONALD R. TESCHER, Resident Agent

Bar Form No P-3 0600
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Reviewed October 1, 1998

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RECYCLED PAPER
TO REORDER CALL 954-846-9399

TS004288

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, Deceased.

PROBATE DIVISION

File No. _____

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. I have been appointed co-personal representative of the estate of SIMON L. BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 7387 Wisteria Avenue, Parkland, FL 33076, and my post office address is 4855 Technology Way, Suite 720, Boca Raton, FL 33431.

4. I designate myself, a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, together with my partner, DONALD R. TESCHER, ESQ., a member of The Florida Bar, a resident of Palm Beach County, Florida, whose place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445 and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as agents for the service of process or notice in any action against us, either in our representative capacity, or personally, if the personal action accrued in the administration of the estate.

_____
ROBERT L. SPALLINA, Affiant

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

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 28, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public State of Florida

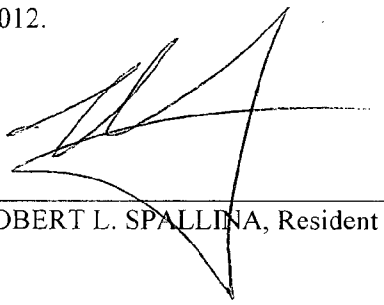
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TS004289

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 9/29, 2012.



ROBERT L. SPALLINA, Resident Agent

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TS004291

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION 12

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

Deceased.

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
OCT - 2 2012
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

PETITION FOR ADMINISTRATION
(testate Florida resident)

Petitioners, ROBERT L. SPALLINA and DONALD R. TESCHER, allege:

1. Petitioners have an interest in the above estate as the named co-personal representatives under the decedent's Will. The Petitioner's addresses are 7387 Wisteria Avenue, Parkland, FL 33076 and 2600 Whispering Oaks Lane, Delray Beach, FL 33445, respectively, and the name and office address of petitioners' attorney is set forth at the end of this Petition.

2. Decedent, SIMON L. BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 76, and whose social security number is xxx-xx-5211, died on September 13, 2012, at his 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)
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Ave. Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th St. Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult

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Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult
Robert L. Spallina and Donald R. Tescher, co-Trustees of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012	4855 Technology Way, Suite 720 Boca Raton, FL 33431	Trust	

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of his death.

5. Robert L. Spallina and Donald R. Tescher, whose addresses are listed above, and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the decedent's estate are entitled to preference in appointment as co-personal representatives because they are the persons designated to serve as co-personal representatives 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 $ Unknown .

7. This estate will not be required to file a federal estate tax return.

8. The original of the decedent's last will, dated July 25, 2012, 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 Robert L. Spallina and Donald R. Tescher be appointed as co-personal representatives of the estate of the decedent.

Under penalties of perjury, we declare that we have read the foregoing Petition for Administration, and the facts alleged are true, to the best of our knowledge and belief.

Signed on Oct. 1, 2012.

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
Email: rspallina@tescherspallina.com

_____
Robert L. Spallina, Petitioner

_____
Donald R. Tescher, Petitioner

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Reviewed October 1, 1998

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STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BLUE BACKGROUND ON THE WATERMARKED PAPER ... FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

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**

C. Meade Jr.

State Registrar

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

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.

VOID IF ALTERED OR ERASED

* 2 8 3 6 6 0 6 0 *

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

TS004295

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

WILL OF

SIMON L. BERNSTEIN

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
OCT - 2 2012
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Prepared by:

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

WILL OF

SIMON L. BERNSTEIN

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 24 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 24 day of July, 2012.

[Witness Signature] residing at ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076
[Witness Address]

[Witness Address]

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

[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.

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.

Witness

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.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Lindsay Baxley

Print, type or stamp name of Notary Public

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

Legacy Bank of Florida 2657
Bernstein Family Realty

TS004306

Mail@LegacyBank.fl.com

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

PAGE: 1
ACCOUNT: 10002657 10/31/2011
DOCUMENTS: 8

TELEPHONE:561-347-1970

000047

BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORP. CRL #3010
BOCA RATON FL 33487

30
0
8

BUSINESS CHECKING ACCOUNT 10002657

		LAST STATEMENT 09/30/11	1,715.99
MINIMUM BALANCE	1,304.20	2 CREDITS	10,000.00
AVERAGE BALANCE	3,067.19	13 DEBITS	9,132.49
		THIS STATEMENT 10/31/11	2,583.50

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
5152947/Incoming Wire Transfer/BERNSTEIN FAMILY INVESTMENT LLLP/OS1 OF 11/10/03	10/03	6,000.00
5212591/Incoming Wire Transfer/SIMON BERNSTEIN/OS1 OF 11/10/14	10/14	4,000.00

CHECKS

CHECK #..DATE	AMOUNT	CHECK #..DATE	AMOUNT	CHECK #..DATE	AMOUNT
603*10/06	100.00	607 10/20	650.00	995268 10/03	73.45
605 10/03	125.00	608*10/17	120.00	995269 10/25	80.00
606 10/11	180.00	610*10/24	52.50		

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
Saint Andrew's FACTS 000000002776360	10/05	5,933.34
FP&L ONLINE PMT CKF759467605POS	10/19	598.67
C.M. LAWN SERVIC ONLINE PMT CKF759467605POS	10/21	150.00
CITY OF BOCA RAT ONLINE PMT CKF759467605POS	10/21	176.53
SAINT ANDREWS SC ONLINE PMT CKF759467605POS	10/21	893.00

* * * C O N T I N U E D * * *

TELEPHONE:561-347-1970

BERNSTEIN FAMILY REALTY LLC

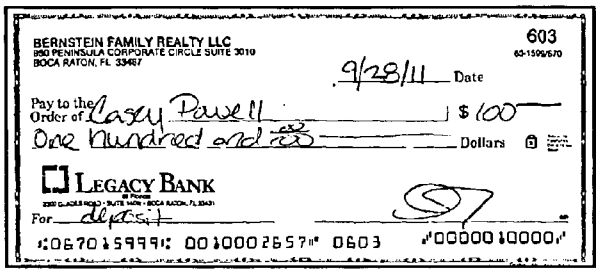
BUSINESS CHECKING ACCOUNT 10002657

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

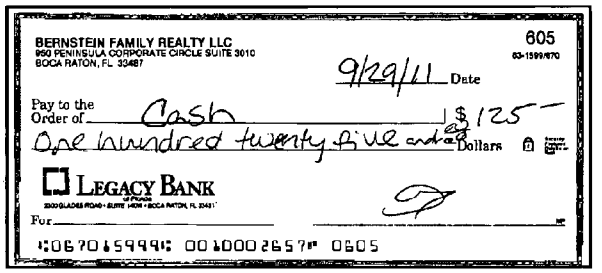
	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	105.00
TOTAL RETURNED ITEM FEES:	.00	.00

- - - - - - - - DAILY BALANCE - - - - - - - -

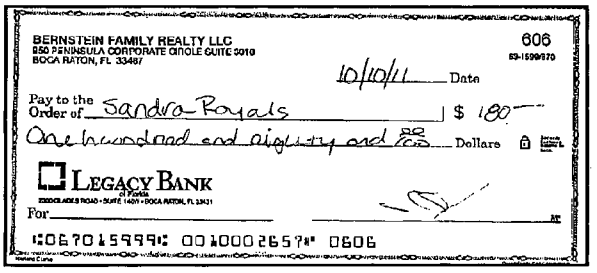
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/03	7,517.54	10/14	5,304.20	10/21	2,716.00
10/05	1,584.20	10/17	5,184.20	10/24	2,663.50
10/06	1,484.20	10/19	4,585.53	10/25	2,583.50
10/11	1,304.20	10/20	3,935.53		


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
603
9/28/11 Date
Pay to the Order of Casey Powell $ 100
One Hundred and 00 Dollars
LEGACY BANK
For dkfgt
:067015999: 0010002657# 0603 #000001000#

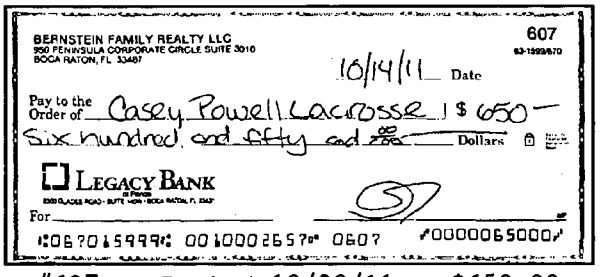
#603 Posted 10/06/11 $100.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
605
9/29/11 Date
Pay to the Order of Cash $ 125
One hundred twenty five and 00 Dollars
LEGACY BANK
For
:067015999: 0010002657# 0605

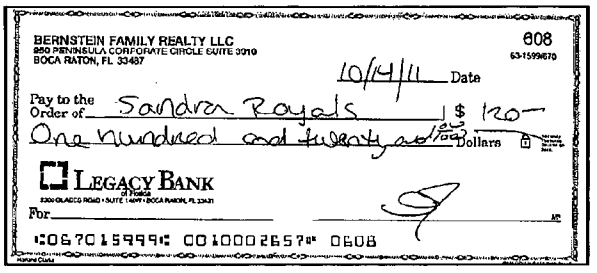
#605 Posted 10/03/11 $125.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
606
10/10/11 Date
Pay to the Order of Sandra Royals $ 180
One hundred and eighty and 00 Dollars
LEGACY BANK
For
:067015999: 0010002657# 0606

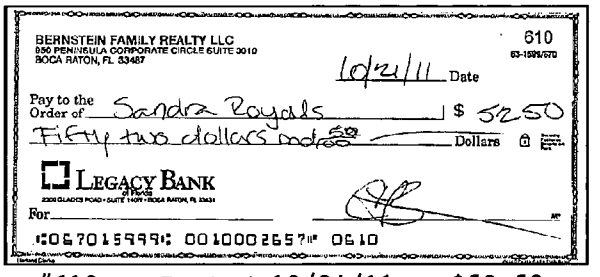
#606 Posted 10/11/11 $180.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
607
10/14/11 Date
Pay to the Order of Casey Powell Lacrosse $ 650
Six hundred and fifty and 00 Dollars
LEGACY BANK
For
:067015999: 0010002657# 0607 #000006500#

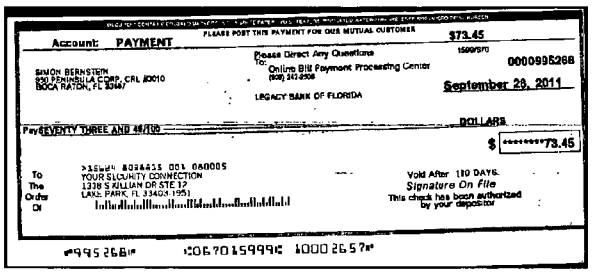
#607 Posted 10/20/11 $650.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
608
10/14/11 Date
Pay to the Order of Sandra Royals $ 120
One hundred and twenty and 00/100 Dollars
LEGACY BANK
For
:067015999: 0010002657# 0608

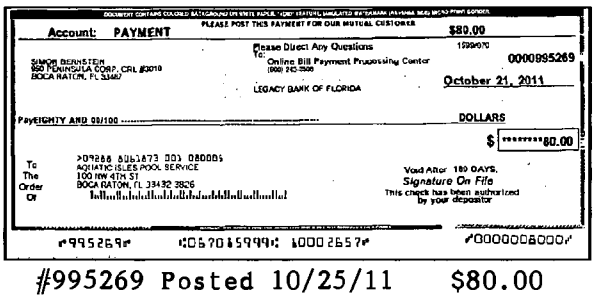
#608 Posted 10/17/11 $120.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
610
10/24/11 Date
Pay to the Order of Sandra Royals $ 52.50
Fifty two dollars and 50 Dollars
LEGACY BANK
For
:067015999: 0010002657# 0610

#610 Posted 10/24/11 $52.50


Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$73.45
Please Direct Any Questions To: Online Bill Payment Processing Center
0000995268
SIMON BERNSTEIN
950 PENINSULA CORP, CRL #3010
BOCA RATON, FL 33487
LEGACY BANK OF FLORIDA
September 29, 2011
Pay SEVENTY THREE AND 45/100 DOLLARS
$ ******73.45
To The Order Of
YOUR EQUINITY CONNECTION
1238 S JULLIAN DR STE 12
LAKE PARK, FL 33403-1951
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
#995268 :067015999: 10002657#

#995268 Posted 10/03/11 $73.45


Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$80.00
Please Direct Any Questions To: Online Bill Payment Processing Center
0000995269
SIMON BERNSTEIN
950 PENINSULA CORP, CRL #3010
BOCA RATON, FL 33487
LEGACY BANK OF FLORIDA
October 21, 2011
Pay EIGHTY AND 00/100 DOLLARS
$ ******80.00
To The Order Of
AQUATIC ISLES POOL SERVICE
100 NW 4TH ST
BOCA RATON, FL 33432-3826
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
#995269 :067015999: 10002657# #000000800#

#995269 Posted 10/25/11 $80.00

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

PAGE: 1
ACCOUNT: 10002657 08/31/2012
DOCUMENTS: 10

TELEPHONE:561-347-1970

000027

BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORP. CRL #3010
BOCA RATON FL 33487

30
0
10

BUSINESS CHECKING ACCOUNT 10002657

		LAST STATEMENT 07/31/12	2,950.29
MINIMUM BALANCE	76.01	2 CREDITS	12,000.00
AVERAGE BALANCE	2,078.25	16 DEBITS	9,002.28
		THIS STATEMENT 08/31/12	5,948.01

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
7001872/Incoming Wire Transfer/SIMON BERNSTEIN/OS1 OF 12/08/06	08/06	6,000.00
7171104/Incoming Wire Transfer/SIMON BERNSTEIN/OS1 OF 12/08/30	08/30	6,000.00

CHECKS

CHECK #..DATE	AMOUNT	CHECK #..DATE	AMOUNT	CHECK #..DATE	AMOUNT
683 08/13	180.00	995320 08/03	135.00	995325 08/28	80.00
684*08/17	180.00	995321 08/01	79.75	995326 08/30	128.00
686*08/22	275.00	995322 08/02	33.00		
688*08/29	175.50	995323*08/09	128.00		

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FP&L ONLINE PMT CKF759467605POS	08/01	460.62
Saint Andrew's FACTS 000000006074254	08/06	5,552.10
COMCAST ONLINE PMT CKF759467605POS	08/23	287.89
FP&L ONLINE PMT CKF759467605POS	08/23	460.62
CLAUDE MAXIME ONLINE PMT CKF759467605POS	08/27	380.00
CHECK # 685 - BOCA RATON TIRE PURCHASE 685 BOCAFL	08/16	466.80

* * * C O N T I N U E D * * *

TELEPHONE:561-347-1970

BERNSTEIN FAMILY REALTY LLC

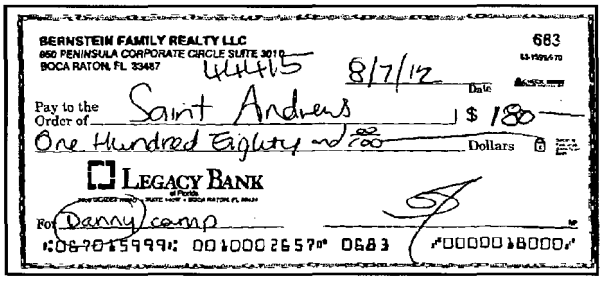
BUSINESS CHECKING ACCOUNT 10002657

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

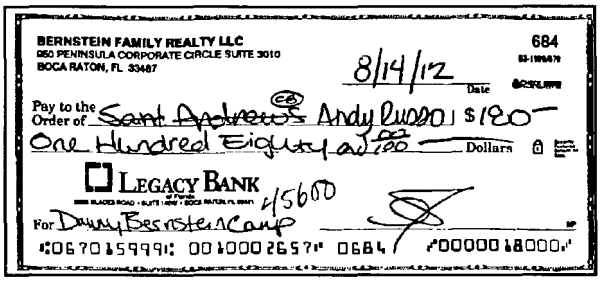
	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	$.00	$280.00
TOTAL RETURNED ITEM FEES:	$.00	$70.00

- - - - - - - - DAILY BALANCE - - - - - - - -

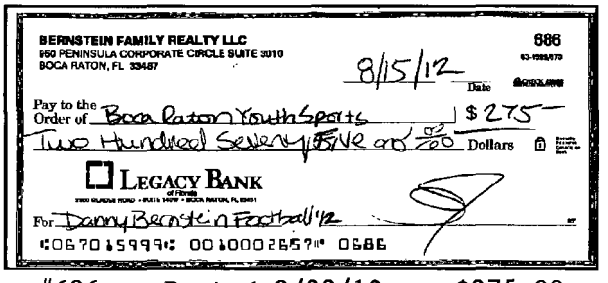
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/01	2,409.92	08/13	2,381.82	08/27	331.51
08/02	2,376.92	08/16	1,915.02	08/28	251.51
08/03	2,241.92	08/17	1,735.02	08/29	76.01
08/06	2,689.82	08/22	1,460.02	08/30	5,948.01
08/09	2,561.82	08/23	711.51		


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
683
8/7/12
Pay to the Order of Saint Andrews $ 180
One Hundred Eighty and 00/100 Dollars
LEGACY BANK
For Danny camp
⑆067015999⑆ 001000265 7⑈ 0683 ⑈000001800⑈

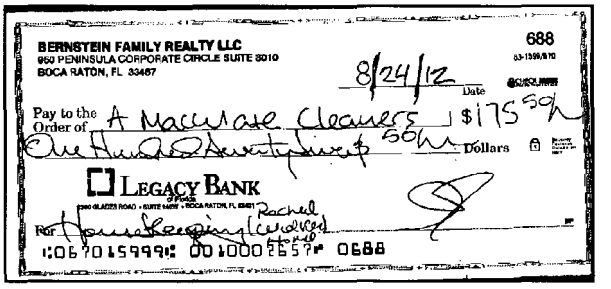
#683 Posted 8/13/12 $180.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
684
8/14/12
Pay to the Order of Saint Andrews Andy Ruddo $ 180
One Hundred Eighty and 00/100 Dollars
LEGACY BANK
For Danny Bernstein Camp
⑆067015999⑆ 001000265 7⑈ 0684 ⑈000001800⑈

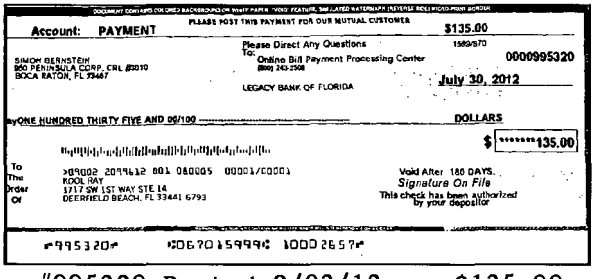
#684 Posted 8/17/12 $180.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
686
8/15/12
Pay to the Order of Boca Raton Youth Sports $ 275
Two Hundred Seventy Five and 00/100 Dollars
LEGACY BANK
For Danny Bernstein Football '12
⑆067015999⑆ 001000265 7⑈ 0686

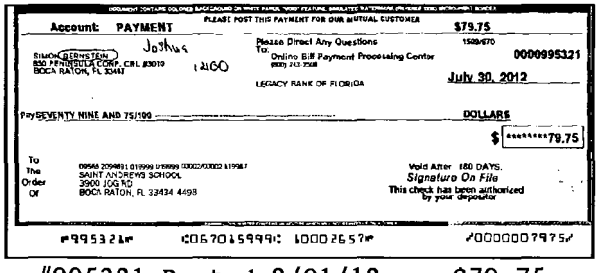
#686 Posted 8/22/12 $275.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
688
8/24/12
Pay to the Order of A Macurate Cleaners $ 175 50/100
One Hundred Seventy five and 50/100 Dollars
LEGACY BANK
For Rachel
⑆067015999⑆ 001000265 7⑈ 0688

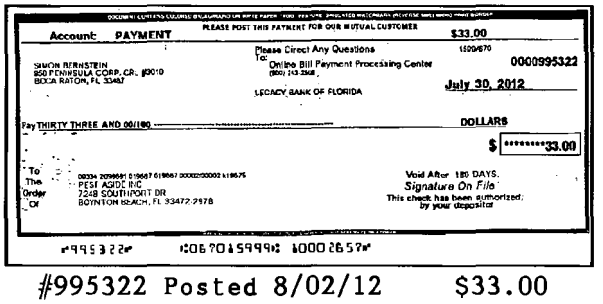
#688 Posted 8/29/12 $175.50


Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$135.00
SIMON BERNSTEIN
950 PENINSULA CORP, CRL #3010
BOCA RATON, FL 33487
Please Direct Any Questions To: Online Bill Payment Processing Center (800) 243-2308
LEGACY BANK OF FLORIDA
0000995320
July 30, 2012
Pay ONE HUNDRED THIRTY FIVE AND 00/100 DOLLARS
$ ********135.00
To The Order Of KOOL RAY 1217 SW 1ST WAY STE 14 DEERFIELD BEACH, FL 33441 6793
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995320⑈ ⑆067015999⑆ 10002657⑈

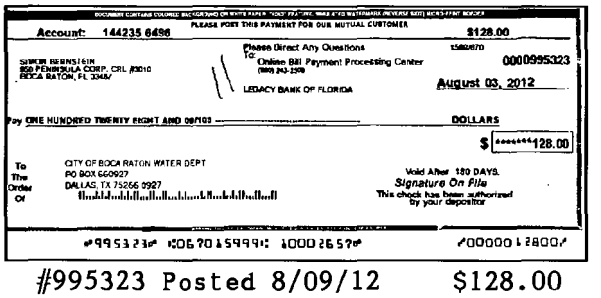
#995320 Posted 8/03/12 $135.00


Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$79.75
SIMON BERNSTEIN Joshua
950 PENINSULA CORP, CRL #3010 1460
BOCA RATON, FL 33487
Please Direct Any Questions To: Online Bill Payment Processing Center (800) 243-2308
LEGACY BANK OF FLORIDA
0000995321
July 30, 2012
Pay SEVENTY NINE AND 75/100 DOLLARS
$ ********79.75
To The Order Of SAINT ANDREWS SCHOOL 3900 JOG RD BOCA RATON, FL 33434 4498
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995321⑈ ⑆067015999⑆ 10002657⑈ ⑈000007975⑈

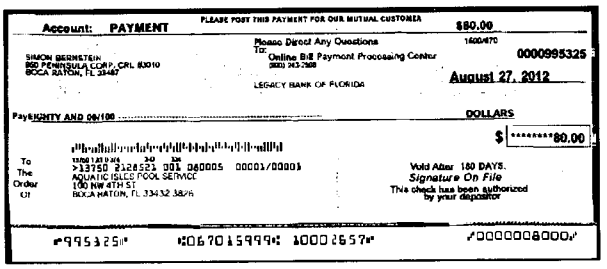
#995321 Posted 8/01/12 $79.75


Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$33.00
SIMON BERNSTEIN
950 PENINSULA CORP, CR, #3010
BOCA RATON, FL 33487
Please Direct Any Questions To: Online Bill Payment Processing Center (800) 243-2308
LEGACY BANK OF FLORIDA
0000995322
July 30, 2012
Pay THIRTY THREE AND 00/100 DOLLARS
$ ********33.00
To The Order Of PEST ACIDE INC 7248 SOUTHPORT DR BOYNTON BEACH, FL 33472-7978
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995322⑈ ⑆067015999⑆ 10002657⑈

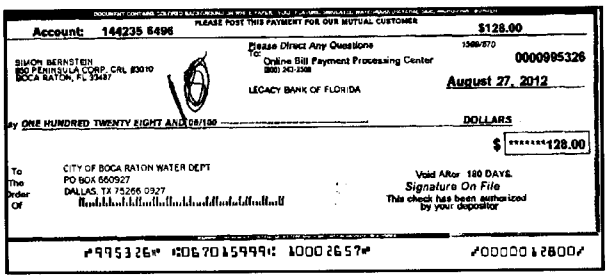
#995322 Posted 8/02/12 $33.00


Account: 144235 6496 PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$128.00
SIMON BERNSTEIN
950 PENINSULA CORP, CRL #3010
BOCA RATON, FL 33487
Please Direct Any Questions To: Online Bill Payment Processing Center (800) 243-2308
LEGACY BANK OF FLORIDA
0000995323
August 03, 2012
Pay ONE HUNDRED TWENTY EIGHT AND 00/100 DOLLARS
$ ********128.00
To The Order Of CITY OF BOCA RATON WATER DEPT PO BOX 660927 DALLAS, TX 75266 0927
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995323⑈ ⑆067015999⑆ 10002657⑈ ⑈000001280⑈

#995323 Posted 8/09/12 $128.00


Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$80.00
SIMON BERNSTEIN
850 PENINSULA CORP. CRL #3010
BOCA RATON, FL 33487
Please Direct Any Questions To:
Online Bill Payment Processing Center
(800) 243-2308
LEGACY BANK OF FLORIDA
1500/870
0000995325
August 27, 2012
Pay EIGHTY AND 00/100 DOLLARS
$ ********80.00
To The Order Of
AQUATIC ISLES POOL SERVICE
100 NW 4TH ST
BOCA RATON, FL 33432 3826
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995325⑈ ⑆067015999⑆ 10002657⑈ ⑈000008000⑈

#995325 Posted 8/28/12 $80.00


Account: 144235 8496
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$128.00
SIMON BERNSTEIN
850 PENINSULA CORP. CRL #3010
BOCA RATON, FL 33487
Please Direct Any Questions To:
Online Bill Payment Processing Center
(800) 243-2308
LEGACY BANK OF FLORIDA
1500/870
0000995326
August 27, 2012
Pay ONE HUNDRED TWENTY EIGHT AND 00/100 DOLLARS
$ ********128.00
To The Order Of
CITY OF BOCA RATON WATER DEPT
PO BOX 660927
DALLAS, TX 75266 0927
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995326⑈ ⑆067015999⑆ 10002657⑈ ⑈000012800⑈

#995326 Posted 8/30/12 $128.00

Kimberly Moran

From: Kimberly Moran
Sent: Wednesday, October 24, 2012 10:09 AM
To: 'janet.craig@opco.com'
Cc: Robert Spallina
Subject: Simon Bernstein - FACTS Payment Plan Confirmation

Attachments: DOC102412.pdf



DOC102412.pdf
(30 KB)

Dear Ms. Craig:

Attached is the ACH Instructions sheet executed by Mr. Spallina.

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

OPPENHEIMER
TRUST COMPANY
18 Columbia Turnpike, Florham Park, NJ 07932

Account Name: _____

Account Number: _____

ACH Instructions

This form shall serve as authorization for Oppenheimer Trust Company to establish periodic direct deposit instructions via the Automated Clearing House (ACH) to the designated financial institution listed below. Initiation of these instructions may take approximately 10 business days.

I/we agree that neither Oppenheimer Trust Company nor the Service Agent will be liable for any loss, liability, cost or expense that I/we may incur as a result of acting upon any instructions reasonably believed to be true. I/we further agree that Oppenheimer Trust Company or the Service Agent will not be responsible for any act of omission beyond that imposed by law. Moreover, I/we hereby authorize Oppenheimer Trust Company to initiate credit entries and to initiate debit entries and adjustments for any credit initiated in error to my account at the financial institution named below and for the financial institution to credit and/or debit the same account. These instructions shall be in effect until such time that written authorization is received by Oppenheimer Trust Company to terminate them.

CHECKING/SAVINGS ACCOUNT INFORMATION (please print)

Bank/Institution Name Legacy Bank of Florida ABA Number 067015999

Bank/Institution Address 2300 Glades Road
Suite 140W
Boca Raton FL 33431

Type (circle one): (Checking) Savings Account Number: 10002657

Name on Account Bernstein Family Realty, LLC

Client Signature	10/24/12 Date	Robert L. Spallina Client Name (Please Print)

Important Note: Please attach voided check for Oppenheimer Trust Company's records

Kimberly Moran

From: Robert Spallina
Sent: Monday, October 22, 2012 11:51 AM
To: Kimberly Moran
Subject: FW: FACTS Payment Plan Confirmation (6300528)
Attachments: ACH Instructions OTC.doc

Pls prepare for me

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Thursday, October 18, 2012 4:33 PM
To: Robert Spallina; 'rachel3584@gmail.com'
Cc: Farrell, Evan
Subject: RE: FACTS Payment Plan Confirmation (6300528)

Robert and Rachel,

I called FACTS Management Company and they will not release information to me. I would appreciate it if Rachel would call them, confirm that the automatic ACH withdrawal has been cancelled and get me a balance due for each of the three boys. Their tuition payments are different and I would like to make each tuition payment from the appropriate trust. My estimate is I will be paying approximately $9500 from each trust.

I have also attached an ACH form for Robert to complete so that regular monthly transfers can be made to the family LLC. Those transfer will begin once I get the finalized numbers.

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

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, October 10, 2012 10:06 AM
To: Craig, Janet
Cc: Farrell, Evan
Subject: FW: FACTS Payment Plan Confirmation (6300528)

Janet – looks like the payment is more than we thought. Other items to follow

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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you.

From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Wednesday, October 10, 2012 7:19 AM
To: Robert Spallina
Subject: Fwd: FACTS Payment Plan Confirmation (6300528)

Sent from my iPhone

Begin forwarded message:

From: FACTS Management Company <noreply2@factsmgt.com>
Date: May 22, 2012, 2:07:33 PM EDT
To: <rachel3584@gmail.com>
Subject: FACTS Payment Plan Confirmation (6300528)

FACTS Management Company

Agreement #: 101

Confirmation Notification

Mr. Simon Bernstein: 05/2

Thank you for using FACTS Management Company to make your payment for Saint Andrew's School. The person responsible for payment on this agreement is Mr. Simon Bernstein.

The following Additional Authorized Parties have been added to the agreement:
Rachel Walker

The total balance due to Saint Andrew's School is $55,521.00. Details about your balance are located at the end of this notice.

Your schedule of payments is listed below. Payments will be processed automatically from your checking account with Legacy Bank until the balance is paid in full.

Date	Description	Amount
06/05/2012	Payment	$5,552.10
07/05/2012	Payment	$5,552.10
08/06/2012	Payment	$5,552.10
09/05/2012	Payment	$5,552.10
10/05/2012	Payment	$5,552.10
11/05/2012	Payment	$5,552.10
12/05/2012	Payment	$5,552.10
01/07/2013	Payment	$5,552.10
02/05/2013	Payment	$5,552.10
03/05/2013	Payment	$5,552.10

Fee Information:

A $30.00 FACTS returned payment fee will be assessed for each returned payment.

Customer Service and Online Access:

This confirmation notification is based on the terms of your original agreement. To manage your agreement information or make payments online, go to https://online.factsmgt.com. If clicking the link does not work in your email program you can copy the entire link and paste it into the address box of your browser.

Please contact customer service representatives at (866) 441-4637 with any questions. If you have questions regarding the terms of your payment plan, please contact Saint Andrew's-June Shumate/Cherry Fiske at 561-210-2038.

Sincerely,

FACTS Management Company

Balance Details

Name	Description	Amou
Daniel Bernstein	Tuition	$16,443.(
Jacob Bernstein	Tuition	$18,639.(
Joshua Bernstein	Tuition	$20,439.(

Do NOT reply to this message. Replies will not be read.

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

TS004319

Bernstein, Estate of Simon **11187.006**
Correspondence

John Hancock

ARBITRAGE INTERNATIONAL M
ATTN: LINDSAY GILES
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON FL 33487

THE TRUSTEES OF ARBITRAGE INTERNATIONAL MARKETING, INC. 401(K) PLAN

Contract Number: **85339**

Retirement Account

Your retirement account value as of 09/30/2012
$14,269.34

July 01, 2012 - September 30, 2012

371597 F01A 1348 1OZ 1/2 ---4---- 619

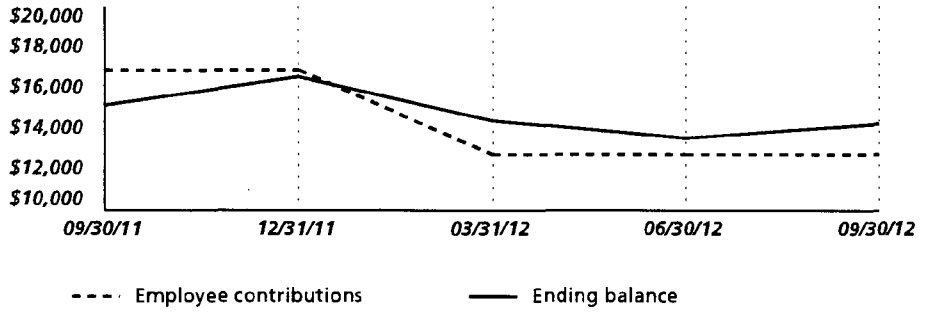
SIMON L BERNSTEIN
7020 Lions Head Lane
Boca Raton FL 33496

Your personal rate of return

This period	**5.18%**
For last 12 months	**26.31%**
Since your account inception (Annualized)	**1.88%**

Looking back

Change in your account this period: **$702.37**



This period

Beginning balance	**$13,566.97**
Money in	
Employee money	0.00
Net change*	702.37
Ending balance	**$14,269.34**

*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**.

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.

191G0

43773

Retirement account of:

SIMON L BERNSTEIN

John Hancock

Retirement Account

July 01, 2012 - September 30, 2012

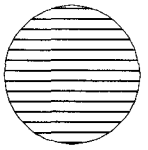
Contract Number: **85339**

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	14,269.34	100.00
Total account value	**$14,269.34**	

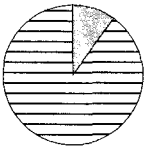


Current

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 07/01/12	Units held as of 09/30/12	Unit value as of ✤ 07/01/12	Unit value as of ✤ 09/30/12	Value as of 07/01/12	Value as of 09/30/12
Growth								
Capital Appreciation Fund		10.00%	0	0	$12.326629	$13.009256	$0.00	$0.00
Aggressive Growth								
Legg Mason ClearBr Agg Growth		10.00	0	0	127.524675	135.609280	0.00	0.00
Inv Small Cap Growth		10.00	0	0	35.473273	37.223462	0.00	0.00
John Hancock Intl Growth	5.26	10.00	31.843327	31.799039	22.135015	23.603400	704.86	750.57
American Century Heritage	13.48	10.00	84.562532	84.444853	21.807740	22.779630	1,844.12	1,923.63
International Core Fund	12.26	10.00	49.135479	49.067365	33.669757	35.647027	1,654.38	1,749.11
Small Cap Growth Index	19.23	10.00	114.525474	114.367127	22.829377	23.991819	2,614.55	2,743.88
Mid Cap Stock Fund	15.82	10.00	114.442325	114.283442	18.698403	19.756020	2,139.89	2,257.79
Royce Opportunity	19.20	10.00	192.640856	192.375634	13.696970	14.240911	2,638.60	2,739.61
DFA Emerging Markets Value	14.75	10.00	53.623629	53.550699	36.748131	39.303811	1,970.57	2,104.75
Total account	**100.00%**	**100.00%**					**$13,566.97**	**$14,269.34**

†† *Your allocation instructions, as of 09/30/2012, 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)

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

Total Value on 07/01/2012 **$13,566.97**

Employee money

	This period	Year-to-date since 01/01/2012	Since your account inception
Beginning balance	**$13,566.97**	**$16,558.78**	**$0.00**
Transfers into the plan	0.00	0.00	20,500.00
Net change*	702.37	1,860.56	1,518.34
Withdrawals	0.00	-4,150.00	-7,749.00
Balance of employee money	**$14,269.34**		

Total Value on 09/30/2012 **$14,269.34**

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, 2012 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	5.53	24.63	12.20	2.72	7.79
		Aggressive Growth					
10.00%	051	Legg Mason ClearBr Agg Growth	6.34	33.20	15.22	1.58	8.28
10.00%	030	Inv Small Cap Growth	4.93	27.72	13.62	2.17	9.22
10.00%	203	John Hancock Intl Growth	6.63	19.62	6.80	-2.70	N/A
10.00%	295	American Century Heritage	4.46	25.88	14.11	1.95	10.76
10.00%	013	International Core Fund	5.87	11.40	1.60	-6.12	6.46
10.00%	224	Small Cap Growth Index	5.09	31.07	14.53	3.02	10.25
10.00%	004	Mid Cap Stock Fund	5.66	24.91	11.96	-0.50	10.53
10.00%	183	Royce Opportunity	3.97	35.53	10.67	1.03	11.61
10.00%	211	DFA Emerging Markets Value	6.96	14.27	2.29	-2.63	19.05

Investment options and performance are as of September 30, 2012.

✤ *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, 2012 - September 30, 2012

Contract Number: **85339**

Your summary of charges

	This period
General administrative charges	-$19.76
Your share of Plan fees for administrative services such as recordkeeping, consulting and administration.	
Total	**-$19.76**

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.

Leaving your company or retiring? Call 1-888-695-4472. Our rollover education specialists can help answer your 401(k) distribution questions or introduce you to your plan's financial representative.

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

STOCK LEDGER

Capitalization of iviewit Holdings, Inc.
Fully-Diluted
(For Non-Diluted, See End of Chart)

Shareholder	Number and Class of Shares
Eliot I. Bernstein (1)	11,320 Class A Common
Simon L. Bernstein (1)	5,350 Class A Common
The Joshua Bernstein 1999 Trust (1)	2,415 Class B Common
The Jacob Bernstein 1999 Trust (1)	2,415 Class B Common
Gerald R. Lewin & Barbara S. Lewin (1)	2,000 Class B Common
Erika R. Lewin (1)	250 Class B Common
Jennifer P. Lewin (1)	250 Class B Common
James Osterling (1)	1,250 Class B Common
James Armstrong (1)	1,750 Class B Common
Guy Iantoni (1)	1,250 Class B Common
Jill Iantoni (1)	1,250 Class B Common
Andrew Dietz (1)	1,250 Class B Common
Donna Dietz (1)	1,250 Class B Common
Patricia Daniels (1)	1,250 Class B Common
Bettie Stanger (1)	500 Class B Common
Lisa Friedstein (1)	2,500 Class B Common
Donald G. Kane, II (1)	1,663 Class B Common
Eliot I. Bernstein (1)	7,500 Class B Common

Simon L. Bernstein (1)	5,000 Class B Common
Brian G. Utley (1) (2)	1,714 Class B Common
INVESTECH Holdings L.L.C.	3,007 Class A Common
Alpine Venture Capital Partners LP	2,580 Series A Preferred
Joan Stark (3)	522 Class B Common
Emerald Capital Partners, Inc. (4)	2,250 Class B Common
Jason Gregg	645 Class A Common

iviewit Technologies, Inc.
(f/k/a iviewit Holdings, Inc.)
Stockholders

Stockholder	Number and Class of Shares	Stock Issued
iviewit Holdings, Inc.	55,134 Class A Voting Common	1-A & 3-A
New Media Holdings, Inc.	1,250 Class B Non-Voting Common	1-B
Proskauer Rose LLP	1,250 Class B Non-Voting Common	2-B
Zakirul Shirajee	1,250 Class B Non-Voting Common	3-B
Jude Rosario	1,250 Class B Non-Voting Common	4-B

iviewit Technologies, Inc. Capitalization

Total Class A common stock issued and outstanding:	**55,134**
Total Class B common stock issued and outstanding:	**5,000**
Total Class A and B common stock issued and outstanding:	**60,134**

iviewit.com, Inc.
Stockholders

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

iviewit.com LLC
Promissory Noteholders

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
Simon L. Bernstein $30,000	7/8/99	7/13/99	$30,000	8/23/99
Gerald R. Lewin $15,000	7/8/99	8/3/99	$15,000	8/23/99
Barbara Lewin $15,000	7/8/99	8/3/99	$15,000	8/18/99
Guy Iantoni $11,790 $ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	$11,790 $ 3,210	8/18/99 11/5/99
Jill Iantoni $10,000 $ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	$10,000 $ 5,000	8/18/99 11/5/99
James F. Armstrong $15,000 $ 6,000	7/8/99 9/27 /99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Andrew Dietz $15,000 $15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A $15,000	N/A 10/19/99
Donna Dietz $15,000	7/8/99	11/5/99	$15,000	11/9/99
James A. Osterling $15,000 $15,000 $15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein $15,000 $15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Donald G. Kane, II $22,500	7/8/99	7/30/99	$22,500	8/18/99

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

STOCK LEDGER

Capitalization of iviewit Holdings, Inc.
Fully-Diluted
(For Non-Diluted, See End of Chart)

Shareholder	Number and Class of Shares
Eliot I. Bernstein (1)	11,320 Class A Common
Simon L. Bernstein (1)	5,350 Class A Common
The Joshua Bernstein 1999 Trust (1)	2,415 Class B Common
The Jacob Bernstein 1999 Trust (1)	2,415 Class B Common
Gerald R. Lewin & Barbara S. Lewin (1)	2,000 Class B Common
Erika R. Lewin (1)	250 Class B Common
Jennifer P. Lewin (1)	250 Class B Common
James Osterling (1)	1,250 Class B Common
James Armstrong (1)	1,750 Class B Common
Guy Iantoni (1)	1,250 Class B Common
Jill Iantoni (1)	1,250 Class B Common
Andrew Dietz (1)	1,250 Class B Common
Donna Dietz (1)	1,250 Class B Common
Patricia Daniels (1)	1,250 Class B Common
Bettie Stanger (1)	500 Class B Common
Lisa Friedstein (1)	2,500 Class B Common
Donald G. Kane, II (1)	1,663 Class B Common
Eliot I. Bernstein (1)	7,500 Class B Common

Simon L. Bernstein (1)	5,000 Class B Common
Brian G. Utley (1) (2)	1,714 Class B Common
INVESTECH Holdings L.L.C.	3,007 Class A Common
Alpine Venture Capital Partners LP	2,580 Series A Preferred
Joan Stark (3)	522 Class B Common
Emerald Capital Partners, Inc. (4)	2,250 Class B Common
Jason Gregg	645 Class A Common

iviewit Technologies, Inc.
(f/k/a iviewit Holdings, Inc.)
Stockholders

Stockholder	Number and Class of Shares	Stock Issued
iviewit Holdings, Inc.	55,134 Class A Voting Common	1-A & 3-A
New Media Holdings, Inc.	1,250 Class B Non-Voting Common	1-B
Proskauer Rose LLP	1,250 Class B Non-Voting Common	2-B
Zakirul Shirajee	1,250 Class B Non-Voting Common	3-B
Jude Rosario	1,250 Class B Non-Voting Common	4-B

iviewit Technologies, Inc. Capitalization

Total Class A common stock issued and outstanding:	**55,134**
Total Class B common stock issued and outstanding:	**5,000**
Total Class A and B common stock issued and outstanding:	**60,134**

iviewit.com, Inc.
Stockholders

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

iviewit.com LLC
Promissory Noteholders

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed	
Simon L. Bernstein $30,000	7/8/99	7/13/99	$30,000	8/23/99	added more 25K & 5K
Gerald R. Lewin $15,000	7/8/99	8/3/99	$15,000	8/23/99	
Barbara Lewin $15,000	7/8/99	8/3/99	$15,000	8/18/99	
Guy Iantoni $11,790 $ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	$11,790 $ 3,210	8/18/99 11/5/99	
Jill Iantoni $10,000 $ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	$10,000 $ 5,000	8/18/99 11/5/99	
James F. Armstrong $15,000 $ 6,000	7/8/99 9/27 /99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A	paid
Andrew Dietz $15,000 $15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A $15,000	N/A 10/19/99	paid
Donna Dietz $15,000	7/8/99	11/5/99	$15,000	11/9/99	
James A. Osterling $15,000 $15,000 $15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A	partial update
Lisa Friedstein $15,000 $15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A	paid
Donald G. Kane, II $22,500	7/8/99	7/30/99	$22,500	8/18/99	~~LOANED~~ 100K
BRIAN UTLEY					5K

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patcnts	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

iviewit.com, Inc.
Stockholders

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

iviewit.com LLC
Promissory Noteholders

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
Simon L. Bernstein $30,000	7/8/99	7/13/99	$30,000	8/23/99
Gerald R. Lewin $15,000	7/8/99	8/3/99	$15,000	8/23/99
Barbara Lewin $15,000	7/8/99	8/3/99	$15,000	8/18/99
Guy Iantoni $11,790 $ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	$11,790 $ 3,210	8/18/99 11/5/99
Jill Iantoni $10,000 $ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	$10,000 $ 5,000	8/18/99 11/5/99
James F. Armstrong $15,000 $ 6,000	7/8/99 9/27 /99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Andrew Dietz $15,000 $15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A $15,000	N/A 10/19/99
Donna Dietz $15,000	7/8/99	11/5/99	$15,000	11/9/99
James A. Osterling $15,000 $15,000 $15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein $15,000 $15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Donald G. Kane, II $22,500	7/8/99	7/30/99	$22,500	8/18/99

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

uview.com, Inc.
GRANTS OF STOCK

Shareholder	Number and Class of Shares	Date Letter Sent	Date Letter Received [1]	Amount of Consideration Received	Stock Issued
Eliot I. Bernstein	**193,200 Class A Common Issued in Error/Canceled**	**7/7/99**	**7/8/99**	**Contribution of Patents**	**1-A**
Eliot I. Bernstein	11,320 Class A Common			Contribution of Patents	6-A
Simon L. Bernstein	5,350 Class A Common			$5,175.00	7-A
The Joshua Bernstein 1999 Trust	2,415 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	1-B
The Jacob Bernstein 1999 Trust	2,415 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	2-B
Gerald R. Lewin & Barbara S. Lewin	2,000 Class B Common	7/7/99	7/22/99	$1,000.00	3-B
Erika R. Lewin	250 Class B Common	7/7/99	7/22/99	$125.00	4-B
Jennifer P. Lewin	250 Class B Common	7/7/99	7/22/99	$125.00	5-B
James Osterling	1,250 Class B Common	7/7/99	7/23/99	$625.00	6-B

uview.com, Inc.
GRANTS OF STOCK

James Armstrong	**12,500 Class B Common Issued in Error/Canceled**	**7/7/99**	**7/13/99**	**$625.00**	**7-B**
James Armstrong	1,750 Class B Common	7/7/99	7/13/99	$875.00	13-B
Guy Iantoni	1,250 Class B Common	7/7/99	7/14/99	$625.00	14-B
Jill Iantoni	1,250 Class B Common	7/7/99	7/14/99	$625.00	15-B
Andrew Dietz	1,250 Class B Common	7/7/99	7/20/99	$625.00	8-B
Donna Dietz	1,250 Class B Common	7/7/99	7/20/99	$625.00	9-B
Patricia Daniels	1,250 Class B Common	7/7/99	7/13/99	$625.00	18-B
Bettie Stanger	500 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	10-B
Lisa Friedstein	2,500 Class B Common	7/7/99	7/30/99	No check	11-B
Donald G. K ane, II	1,663 Class B Common	7/7/99	7/30/99	$831.50	12-B
Eliot I. Bernstein	7,500 Class B Common	8/19/99		Contribution of Patents	16-B
Simon L. Bernstein	5,000 Class B Common	8/19/99		Paid for as part of original Class A issuance	17-B
Brian Utley	1,713.8 Class B Common	11/1/99	12/2/99		20-B

uview.com, Inc.
GRANTS OF STOCK

uview.com, Inc. Capitalization
Total Class A and Class B Common Stock issued and outstanding at 9/7/99: 52,126.8
Total Class A Common Stock issued and outstanding at 9/7/99: 16,670
Total Class B Common Stock issued and outstanding at 9/7/99: 35,456.8

---

* Reflects post- reverse stock split share issuances.

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
uview.com, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings, L.L.C (1)	30,067 Class A	11/1/99		Conversion of note	

(1) Total Outstanding Upon Issuance to Investech Holdings, L.L.C. (agreement is currently being negotiated): 601,335

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Mara Lerner Robbins
Attorney At Law

Direct Dial 561.995.4764
mrobbins@proskauer.com

January 13, 1999

VIA COURIER

Rodney H. Bell, Esq.
Holland & Knight
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

Re: Due Diligence Request - iviewit Technologies, Inc. and its affiliates (collectively, the "iviewit Entities"

Dear Mr. Bell:

In connection with the proposed purchase of shares of preferred stock of iviewit Technologies, Inc. (f/k/a iviewit Holdings, Inc.) by Alpine Venture Capital Partners, LP, enclosed please find documents and information (collectively, "Documents") in response to your Due Diligence Request List (the "Request"). For ease of reference, we have organized the Documents to correspond with the numbering system set forth on the Request. We have prepared three binders, each of which contain Documents for the main iviewit Entities, as well as each of their predecessor (or affiliated) entities. In instances where the iviewit Entities had no relevant Documents under the applicable sections of the Request, we have left the sections in the binders empty. We will fax to you tomorrow an annotated copy of the Request, noting the sections for which there are no applicable Documents.

We will continue to send you Documents as such becomes available to us. These will include, among other things, an updated list of stockholders and members, as applicable, of the current iviewit Entities.

In order to help you more easily understand the relationship of the Documents to the current and predecessor iviewit Entities, please note that effective December 30, 1999, iviewit Technologies, Inc. (formerly known as iviewit Holdings, Inc.) ("Technologies"), as the sole member of iviewit.com LLC ("LLC"), exchanged its membership interests in LLC for 100 shares of iviewit.com, Inc., a newly organized Delaware corporation ("com, Inc.") (representing all of the issued and outstanding

common stock of com, Inc.). As a result, LLC became a wholly-owned subsidiary of com, Inc. Immediately thereafter, effective December 30, 1999, the then majority-owned subsidiary, iviewit LLC ("iviewit LLC"), transferred all of its assets and liabilities (including the 100 shares of com, Inc.) to Technologies in exchange for shares of Class A and Class B Common Stock of Technologies. The holders of iviewit LLC Class A Membership Interests received, on a pro-rata basis, shares of Technologies Class A Common Stock and holders of iviewit LLC Class B Membership Interests received, on a pro-rata basis, shares of Technologies Class B Common Stock. Thereafter, iviewit LLC distributed the shares of Technologies Class A and Class B Common Stock to its members, on a pro-rata basis, and based upon the class of Membership Interests in iviewit LLC then held. For your reference, we have also attached to this letter the current structure of the iviewit Entities.

Once you have had an opportunity to review the enclosed documents and information, please feel free to call Rocky Thompson (561.995.4721) or me with any questions you may have.

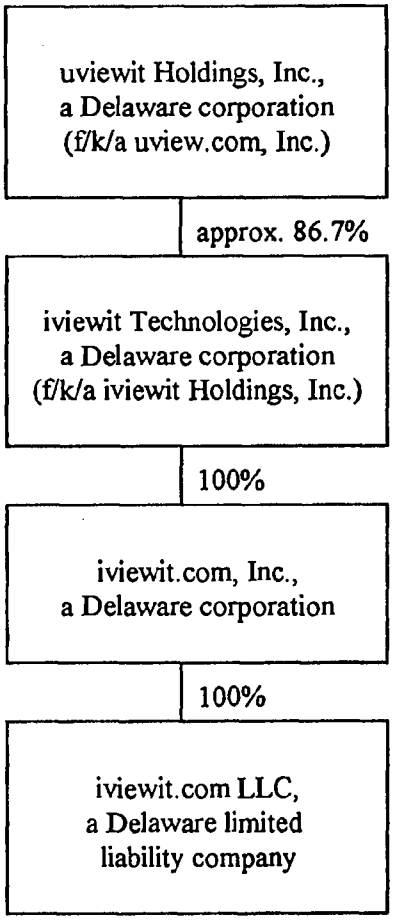
Very truly yours,

Mara Lerner Robbins

Enclosures

cc: Brian G. Utley, President and COO
Erika R. Lewin, Controller
Christopher C. Wheeler, Esq.
Donald E. "Rocky" Thompson, II, Esq.

CURRENT STRUCTURE



PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Mara Lerner Robbins
Attorney At Law

Direct Dial 561.995.4764
mrobbins@proskauer.com

January 14, 1999

VIA FACSIMILE
Rodney H. Bell, Esq.
Holland & Knight
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

Re: Due Diligence Request - iviewit Holdings, Inc. and its affiliates (collectively, the "iviewit Entities"

Dear Mr. Bell:

Attached hereto please find a revised chart of the iviewit entities. The name of the parent entity in the chart attached to my letter to you dated January 13, 2000 (the "Letter") was incorrectly labeled. Additionally, the Letter reflects that Alpine Venture Capital Partners, LP, is commencing a due diligence review with respect to a proposed purchase of preferred stock of iviewit Technologies, Inc; however, the proper entity should have been reflected as iviewit Holdings, Inc. I apologize for any inconvenience this may have caused you.

I look forward to working with you on this matter.

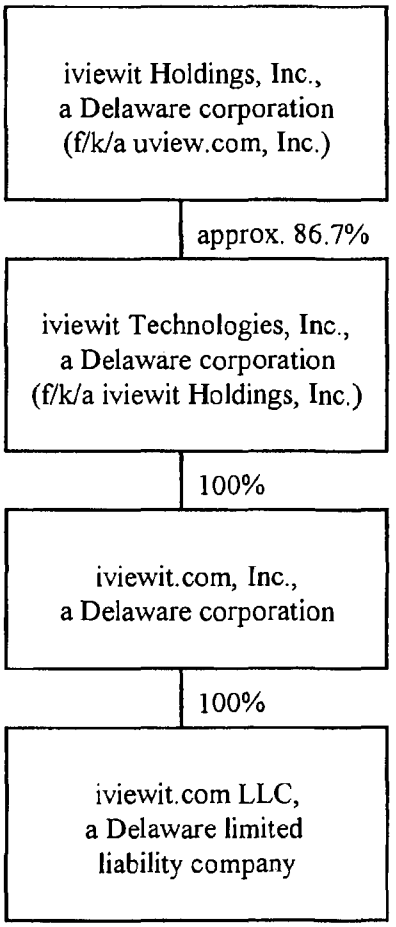
Very truly yours,

Mara Lerner Robbins

Attachment

cc: Brian G. Utley, President and COO
Erika R. Lewin, Controller
Christopher C. Wheeler, Esq.
Donald E. "Rocky" Thompson, II, Esq.

CURRENT STRUCTURE



SIMON LEON BERNSTEIN

Family-Placed Obituary

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

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

THE BACK OF THIS DOCUMENT CONTAINS MICROPRINTING • THE BACKGROUND COLOR CHANGES GRADUALLY FROM DARKER TO LIGHTER WITH THE DARKER AREA AT THE TOP

ARBITRAGE INTERNATIONAL MANAGEMENT
950 PENINSULA CORPORATE CIRCLE
BOCA RATON FL 33487

0038-L616
110 Administrative

04/06/2012 DATE
7487 CHECK NO

Security Features Included. Details on back.
Payrolls by Paychex, Inc.

PAY TO THE ORDER OF

DIANA BANKS
23415 BOCA TRACE DR
BOCA RATON FL 33433

Total Net Direct Deposit(s)
$1869.85
AMOUNT

VOID THIS IS NOT A CHECK ..... DOLLARS

NON-NEGOTIABLE
AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT, THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE

FOLD AND REMOVE

FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION
Diana Banks
23415 Boca Trace Dr
Boca Raton, FL 33433

Soc Sec #: xxx-xx-2292 **Employee ID:** 1
Home Department: 110 Administrative

Pay Period: 03/24/12 to 04/06/12
Check Date: 04/06/12 **Check #:** 7487

NET PAY ALLOCATIONS

DESCRIPTION	*THIS PERIOD ($)*	*YTD ($)*
Check Amount	0.00	0.00
Chkg 6439	1869.85	13088.92
NET PAY	**1869.85**	**13088.92**

EARNINGS	*DESCRIPTION*	*HRS/UNITS*	*RATE*	*THIS PERIOD ($)*	*YTD HOURS*	*YTD ($)*
	Regular			2307.69		16153.83
	EARNINGS			2307.69		16153.83

WITHHOLDINGS	*DESCRIPTION*	*FILING STATUS*	*THIS PERIOD ($)*	*YTD ($)*
	Social Security		96.92	678.46
	Medicare		33.46	234.23
	Fed Income Tax	M 1	244.04	1708.28
	TOTAL		374.42	2620.97

DEDUCTIONS	*DESCRIPTION*	*THIS PERIOD ($)*	*YTD ($)*
	Health Insuranc	63.42	443.94
	TOTAL	63.42	443.94

NET PAY	*THIS PERIOD ($)*	*YTD ($)*
	1869.85	**13088.92**

Payrolls by Paychex, Inc.

TS004349

ARBITRAGE INTERNATIONAL MANAGEMENT LLC

Diana Banks

7391

9/28/2012

1,869.85

ROBERT SPALLINA WANTS THE SEVERANCE PAID FROM SI'S ESTATE ACCOUNT, ADDITIONAL CHECK TO FOLLOW - TSB

Cash - Wachovia Paycheck

1,869.85

Donald Tescher

From: Alan Rose [ARose@mrachek-law.com]
Sent: Monday, January 13, 2014 1:55 PM
To: Kimberly Moran
Cc: Donald Tescher; Ted Bernstein
Subject: RE: Bernstein - 2012 Form 1040

We consent to the payment outlined by Anthony Massuri of CBIZ.

If you have questions, please advise.

Please send us confirmation that the payment was made.

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

505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone
561.655.5537 Fax

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If there any documents attached to this email with the suffix ,pdf, those documents are in Adobe PDF format, If you have difficulty viewing these attachments, you may need to download the free version of Adobe Acrobat Reader, available at: http://www.adobe.com

-----Original Message-----
From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Monday, January 13, 2014 10:41 AM
To: Alan Rose
Cc: Donald Tescher
Subject: Bernstein - 2012 Form 1040

Dear Mr. Rose:

As per your discussion with Mr. Tescher, please confer with Ted and send us your authorization to make this tax payment today.

Kind 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

TS004352

5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbiz.com

Join us on December 17th as we show you the latest featues to Dynamics CRM 2013...

CUT HERE

Form **1040-ES** Department of the Treasury Internal Revenue Service

2012 Estimated Tax

Payment Voucher 4 OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to "United States Treasury." Write your social security number and "2012 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due Jan. 15, 2013

Amount of estimated tax you are paying by check or money order. $ 120,000.

Print or type

Your first name and initial	Your last name	Your social security number
SIMON	BERNSTEIN	371-32-5211
If joint payment, complete for spouse		
Spouse's first name and initial	Spouse's last name	Spouse's social security number

Address (number, street, and apt. no.)
C/O R.SPALLINA 4855 TECHNOLOGY WAY, APT. NO. 720

City, state, and ZIP code. (If a foreign address, enter city, province or state, postal code, and country.)
BOCA RATON, FL 33431

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.**

CUT HERE

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 110

DATE January 13, 2014

PAY TO THE ORDER OF United States Treasury $ 120,000.00

One hundred twenty thousand and no/100--- DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

SSN: 371-32-5211
MEMO Simon Bernstein 2012 Form 1040

⑈ 26708413 1 1 ⑈ 4780180831 0110

110422
12-16-11

14050110 144582 4001350.0 2011.05090 BERNSTEIN, SIMON 40013502

FedEx Express — US Airbill

FedEx Tracking Number: 8683 4172 2320

Form ID No. 0200

Sender's Copy

1 From *Please print and press hard.*

Date 1/13/2014 Sender's FedEx Account Number 409441343

Sender's Name Donald R. Tescher, Esq. Phone (561) 997-7008

Company Tescher & Spallina, P.A

Address 4855 Technology Way Suite 720 (Dept./Floor/Suite/Room)

City Boca Raton State FL ZIP 33431

2 Your Internal Billing Reference First 24 characters will appear on invoice. 11187.006

3 To

Recipient's Name Phone ( )

Company Internal Revenue Submissions Processing Ctr.

Recipient's Address 4800 Buford Highway (Dept./Floor/Suite/Room)

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

To request a package be held at a specific FedEx location, print FedEx address here.

City Chamblee State GA ZIP 30341

Store your addresses at fedex.com
Simplify your shipping. Manage your account. Access all the tools you need.

4a Express Package Service *Packages up to 150 lbs.*

- [ ] FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [X] FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.
- [ ] FedEx First Overnight — Earliest next business morning delivery to select locations.* Saturday Delivery NOT available.
- [ ] FedEx 2Day — Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

FedEx Envelope rate not available. Minimum charge: One-pound rate. * To most locations.

4b Express Freight Service *Packages over 150 lbs.*

- [ ] FedEx 1Day Freight** — Next business day.** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx 2Day Freight — Second business day.** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx 3Day Freight — Third business day.** Saturday Delivery NOT available.

* Call for Confirmation: ** To most locations.

5 Packaging

- [X] FedEx Envelope*
- [ ] FedEx Pak* — Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.
- [ ] FedEx Box
- [ ] FedEx Tube
- [ ] Other

* Declared value limit $500.

6 Special Handling Include FedEx address in Section 3.

- [ ] SATURDAY Delivery — NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.
- [ ] HOLD Weekday at FedEx Location — NOT Available for FedEx First Overnight.
- [ ] HOLD Saturday at FedEx Location — Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Does this shipment contain dangerous goods? One box must be checked.

- [ ] No
- [ ] Yes — As per attached Shipper's Declaration.
- [ ] Yes — Shipper's Declaration not required.
- [ ] Dry Ice — Dry Ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

- [ ] Cargo Aircraft Only

7 Payment *Bill to:* Enter FedEx Acct. No. or Credit Card No. below.

- [X] Sender — Acct. No. in Section 1 will be billed.
- [ ] Recipient
- [ ] Third Party
- [ ] Credit Card
- [ ] Cash/Check

FedEx Acct. No. / Credit Card No. Exp. Date

Total Packages	Total Weight	Total Declared Value†
1	.5 lbs	$ 0 .00

†Our liability is limited to $100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

8 Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

- [ ] No Signature Required — Package may be left without obtaining a signature for delivery.
- [ ] Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.
- [X] Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

520

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TS004356

Kimberly Moran

From: Lindsay Giles [lindsay@lifeinsuranceconcepts.com]
Sent: Thursday, December 26, 2013 3:55 PM
To: Kimberly Moran
Subject: RE: ALEXANDRA'S ADDRESS

ALEXANDRA BERNSTEIN
3000 Washington Blvd, Apt 424
Arlington, VA, 22201

Lindsay Giles - Executive Assistant

. . . . . .

Life Insurance Concepts, Inc.
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Fax: 561.988.0833
Email: Lindsay@LifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com
www.InstallmentLifeInsurance.com

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From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, December 26, 2013 3:51 PM
To: Lindsay Giles
Subject:

Hi Lindsay:

I am going to mail a copy of the Estate Inventory to Ted, and I also need to mail it to his oldest daughter since she is age 25. Is it possible for you to provide me with an address for her so that I can send it?

Thank you! Hope you are enjoying all the holidays! ☺

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

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.*

Robert Spallina

From: Donald Tescher
Sent: Thursday, September 12, 2013 9:04 AM
To: Jill Iantoni
Cc: tbernstein@lifeinsuranceconcepts.com; Robert Spallina; Pam Simon; Lisa Friedstein
Subject: RE: Estate of Shirley Bernstein

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

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

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

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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

On Wed, Sep 11, 2013 at 1:05 PM, Donald Tescher <dtescher@tescherspallina.com> wrote:
Dear Pam, Lisa, Jill and Ted:

As you are aware from your conversations with Robert, and your receipt of pleadings that were filed by us and by Eliot and the Notice of Hearing set by Judge Colin, we will be appearing in court on this Friday for a 30 minute hearing during which Eliot must establish to the satisfaction of the court that an emergency exists and the nature of the emergency. In addition, we have specially set a

hearing for October 28 before Judge Colin to clear up the issue of the Waivers filed on your behalfs to close out Shirley's estate.

Attached is an Affidavit we have prepared for your consideration and execution. Naturally, if you have any questions about either the content or the need for filing these affidavits, please contact me. You MUST arrange for execution before a Notary. Please return the fully executed Affidavit to us for presentation to the court.

Thank you for your help

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

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

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TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

November 9, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

Our firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. In order to assist us in this matter, please provide us with copies of the following:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;
13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership,

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
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Fort Lauderdale • Tallahassee

operating, or stockholders agreements;

14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/jcj
cc: Eliot Bernstein
Marc Garber

659917v2 995508.0001

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

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November 29, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

We wanted to take this opportunity to follow up with you regarding my November 9, 2012 correspondence. As you are aware, my firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. We would appreciate receiving copies of the following information and documents no later than December 4, 2012, in order to assist us in this matter:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;

13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements;

14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates

Christine P. Yates
For the Firm

CPY/cak
cc: Eliot Bernstein
Marc Garber

661738v1 995508.0001

CUSTOMER #: 574867

200459

INVOICE

PAGE 2

BRAMAN PORSCHE PALM BEACH
www.bramanmotorcars.com
2801 Okeechobee Blvd.
West Palm Beach, FL 33409
SERVICE: (561) 615-4800
FAX: (561) 242-3178
STATE REGISTRATION: MV-45534

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON, FL 33496-5931
SIMON@LIFEINSURANCECONCEPTS.COM
HOME:561-477-9991 CONT:561-988-8984
BUS: 561-988-8984 CELL:

SERVICE ADVISOR: 11 LES SNYDER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
MAHOGANY/B	10	PORSCHE PANAMERA	WP0AB2A79AL062860		26881/26882	T3952

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01MAY10 DD			17:00 30APR13		VAR	CASH	30APR13

R.O. OPENED	READY	OPTIONS:
08:17 27APR13	11:26 30APR13	SOLD-STK:P02860P

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
99 IPSP			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:			0.00

****

F CUST STATES CHECK ENGINE LIGHT IS ON.
STY SEE TECHNICIAN STORY
61 IPSP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00
26882
CHECKED FAULT MEMORY. HAS NONPRESENT MISFIRE FOR CYL 4. VEHICLE HAS BEEN
SITTING FOR A LONG TIME . CLEARED FAULT MEMORY AND TEST DROVE. COULD NOT
GET ANY MISFIRES TO RETURN AT THIS TIME.

****

G CUSTOMER STATES VEHICLE RUNS ROUGH AT COLD START AND IDLE
STY PLEASE SEE LINE F
61 IPSP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00
26882 SEE LINE F

****

H CUSTOMER REQUESTS TO PERFORM WB19, REPLACE COOLANT REGULATOR / /
CAUSE: PERFORM SERVICE CAMPAIGN WB19
WB19 CUSTOMER REQUESTS TO PERFORM WB19, REPLACE COOLANT REGULATOR
61 WP94 (N/C)
1 000-043-303-23 THERMOSTAT INSERT (N/C)
1 948-106-533-00 SEALING, WATER PUMP (N/C)
1 948-110-144-02 SEALING, THROTTLE. (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00
26882 PERFORMED WB19

****

I CUSTOMER REQUEST TO PERFORM WB40, RE-CODE INSTRUMENT CLUSTER / /
CAUSE: PERFORM SERVICE CAMOPAIGN WB40
WB40 CUSTOMER REQUEST TO PERFORM WB40, RE-CODE

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE STATEMENT

X
SIGNATURE

CUSTOMER COPY

CUSTOMER #: 574867

200459

INVOICE

PAGE 3

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SERVICE ADVISOR: 11 LES SNYDER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
MAHOGANY/B	10	PORSCHE PANAMERA	WP0AB2A79AL062860		26881/26882	T3952

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01MAY10 DD			17:00 30APR13		VAR	CASH	30APR13

R.O. OPENED	READY	OPTIONS:
08:17 27APR13	11:26 30APR13	SOLD-STK:P02860P

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
INSTRUMENT CLUSTER			
61 WP94			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE I:			0.00
26882 PERFORMED WB40			
**********			
J CUSTOMER REQUESTS TO PERFORM WC05, RE-WORKING ENGINE WIRING HARNESS / /			
CAUSE: PERFORM SERVICE CAMPAIGN WC05			
WC05 CUSTOMER REQUESTS TO PERFORM WC05, RE-WORKING ENGINE WIRING HARNESS			
61 WP94			(N/C)
1 000-043-207-84 REPAIR KIT WIRING HA			(N/C)
1 PFI Freight In			(N/C)
1 N-906-661-01 CABLE BINDER			(N/C)
1 PFI Freight In			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE J:			0.00
26882 PERFORMED WC05			
**********			
K CUSTOMER REQUEST TO PERFORM SERVICE ACTION WC34, RE-PROGRAM FRONT AND REAR ELECTRONIC CONTROL UNITS			
CAUSE: PERFORM SERVICE CAMPAIGN WC34			
WC34 CUSTOMER REQUEST TO PERFORM SERVICE ACTION WC34, RE-PROGRAM FRONT AND REAR ELECTRONIC CONTROL UNITS			
61 WP94			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE K:			0.00
26882 PERFORMED WC34			
**********			
CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER			5.37

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I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE STATEMENT

X
SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	536.81
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	15.32
TOTAL CHARGES	552.13
LESS INSURANCE	0.00
SALES TAX	32.45
PLEASE PAY THIS AMOUNT	584.58

CUSTOMER COPY

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN: I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED:_____ DATE:_____

TOWED IN

NOTE: PARTS REPLACED UNDER WARRANTY OR MECHANICAL CONTRACT SUBJECT TO TERMS OF MFG AND/OR ADMINISTRATOR

☐ SAVE MY REPLACED PARTS FOR INSPECTION

☐ DISCARD THE REPLACED PARTS

I understand that all parts and accessories sold or used are subject to the Federal Magnusson-Moss act and the consumer merchandise purchased is under LIMITED WARRANTY by the manufacturer and the written terms and conditions thereof are available for my inspection.

The estimated cost of repair $_____

Charge for making estimate or the basis on which charge will be calculated $_____

Designated agent to authorize repairs: Name_____

Phone_____

METHOD OF PAYMENT: CASH [ ] CHECK [ ]
CREDIT CARD
VISA [ ] MASTER CARD [ ]
AM. EXP. [ ]
OTHER

NOTICE BODY DAMAGE



NOTE

CUST. NO 574867 STOCK NO. P02860P TAG NO. T3952 COLOR MAHOGANY/BEIGE PAGE 1 OF 3

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	DELIVER DATE	LICENSE NUMBER	YEAR	MAKE AND MODEL	WRITTEN BY	RO NUMBER
27APR2013	WP0AB2A79AL062860	26881	01MAY10		10	PORSCHE PANAMERA	11	200459

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www.bramanmotorcars.com
2801 Okeechobee Blvd.
West Palm Beach, FL 33409
SERVICE: (561) 615-4800
FAX: (561) 242-3178

NAME: SIMON L BERNSTEIN
PROPOSED COMPLETION DATE: 17:00 30APR13
ADDRESS: 7020 LIONS HEAD LN
CITY/STATE/ZIP: BOCA RATON FL 33496-5931
HOME PHONE: 561-477-9991
BILL TO:
P.O. NO.
BUSINESS PHONE: 561-988-8984

MOTOR VEHICLE REPAIR REGISTRATION CERTIFICATION
State: MV45534

ENGINE NO.	TRANSM. NO.	AXLE NO.	PROD. DATE	HOURLY LABOR FLAT RATE
				VAR

TED BERNSTEIN
561-213-2322

CASH
SELLING DEALER
WARRANTY EXPIRES

LINE	OP CODE	LABOR INSTRUCTIONS AND DESCRIPTIONS
# A	TOW	0.00 FLATBED VEHICLE TO DEALERSHIP VEHICLE DROPPED OFF DURING NON-BUSINES HOURS LINDSEY 561.869.4551 FAX 561.988.0833
# B	TPM	0.00 CUST STATES THERE IS A WARNING FOR LOW TIRE PRESSURE 255 45 R19 285 40 19
# C	EASY	0.00 CUST HAS EASYCARE POLICY AUTH 47643222 $681.72
# D	PCI	0.00 PERFORM PORSCHE COURTESY INSPECTION
# E	PSN	0.00 CONTACT LINDSEY 561 869 4551 FAX 561 688 0833

FRU'S

SUBLET REPAIRS

P.O. # & DESC.	AMOUNT

GAS, OIL, & GREASE

QTY.	DESC.	AMOUNT

MISC. CHARGES:

STATEMENTS AND DISCLAIMERS ON BACK ARE PART OF THIS REPAIR ORDER. PLEASE READ AND INITIAL.

TECHNICIAN COPY

CUSTOMER #: 574867

200459

INVOICE

PAGE 1

BRAMAN PORSCHE PALM BEACH
www.bramanmotorcars.com
2801 Okeechobee Blvd.
West Palm Beach, FL 33409
SERVICE: (561) 615-4800
FAX: (561) 242-3178
STATE REGISTRATION: MV-45534

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON, FL 33496-5931
SIMON@LIFEINSURANCECONCEPTS.COM
HOME:561-477-9991 CONT:561-988-8984
BUS: 561-988-8984 CELL:

SERVICE ADVISOR: 11 LES SNYDER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
MAHOGANY/B	10	PORSCHE PANAMERA	WP0AB2A79AL062860		26881/26882	T3952

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01MAY10 DL			17:00 30APR13		VAR	CASH	30APR13

R.O. OPENED	READY	OPTIONS:
08:17 27APR13	11:26 30APR13	SOLD-STK:P02860P

LINE	OPCODE	TECH	TYPE	HOURS			LIST	NET	TOTAL
A	FLATBED VEHICLE TO DEALERSHIP VEHICLE DROPPED OFF DURING NON-BUSINES HOURS								
	TOW FLATBED CAR TO DEALERSHIP								
			99	IPSP					(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:			0.00
	**********								
B	CUST STATES THERE IS A WARNING FOR LOW TIRE PRESSURE								
	TPM CUST STATES THERE IS A WARNING FOR LOW TIRE PRESSURE								
			34	CPI				0.00	0.00
	1	00826	M28540ZR19N-0				536.81	536.81	536.81
	1	TT	Florida Tire Tax				1.00	1.00	1.00
	1	WW1	Wheel Weights				3.95	3.95	3.95
	1	DSPSL	Tire disposal				5.00	5.00	5.00
PARTS:	536.81	LABOR:	0.00	OTHER:	9.95	TOTAL LINE B:			546.76
	**********								
C	CUST HAS EASYCARE POLICY								
	EASY AUTH 4764322 $681.72								
			99	IPSP					(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:			0.00
	**********								
D	PERFORM PORSCHE COURTESY INSPECTION								
	PCI PERFORM PORSCHE COURTESY INSPECTION								
			61	IPSP					(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:			0.00
	26882								
	VEHICLE HAS A NAIL IN THE L/R TIRE. THE R/R TIRE IS AT 2.5MM AND THE FRONTS								
	ARE BALD AND SHOWING CHORDS. NEEDS 4 TIRES AND ALIGNMENT. ALSO INTERMEDIATE								
	SERVICE NOW LIGHT IS ON. DUE FOR 2 YR AND BFF.								
	**********								
E	CONTACT LINDSEY 561 869 4551 FAX|561 688 0833								
	PSN PORSCHE SERVICE NOTATION								

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE STATEMENT

X
SIGNATURE

CUSTOMER COPY

CUSTOMER'S NAME _____ STOCK NO. _____

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, Simon L Bernstein (transferor's name, Print)

state that the odometer now reads 26882 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☑ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
PORSCHE	PANAMERA S	4DR
VEHICLE IDENTIFICATION NUMBER		YEAR
WP0AB2A79AL062860		2010

X _____
TRANSFEROR'S SIGNATURE

SIMON L BERNSTEIN
PRINTED NAME

7020 LIONS HEAD LN
TRANSFEROR'S ADDRESS (STREET)

BOCA RATON FL 33496
CITY STATE ZIP CODE

5/7/13
DATE OF STATEMENT

X _____
TRANSFEREE'S SIGNATURE

Don Diamond BMW Porsche
PRINTED NAME

TRANSFEREE'S NAME

2801 OKEECHOBEE BLVD
TRANSFEREE'S ADDRESS (STREET)

WEST PALM BEACH FL 33409
CITY STATE ZIP CODE

ODOM-103-N (4/89) Reynolds and Reynolds

TS004371

FedEx® xpress

Extremely Urgent

From: (561) 242-3295
LAURIE ROULETTE
BRAMAN MOTORCARS
2813 EXCHANGE COURT

WEST PALM BEACH, FL 33409

Origin ID: PBIA

FedEx Express

J13111302120326

Ship Date: 13JUN13
ActWgt: 1.0 LB
CAD: 5225142/INET3370

Delivery Address Bar Code

SHIP TO: (561) 242-3295 BILL SENDER

LAURIE ROULETTE
BRAMAN MOTORCARS
2901 OKEECHOBEE BLVD

WEST PALM BEACH, FL 33409

Ref # RETURN DOCUMENTS/MARTINO
Invoice #
PO #
Dept #

FRI - 14 JUN 10:30A
PRIORITY OVERNIGHT

TRK# 7999 8113 2240
0201

3E PBIA

33409
FL-US
PBI

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edEx
Ex Service

ices,
com,

TS004372

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

IZ

Deceased.

LETTERS OF ADMINISTRATION

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED
12 OCT -2 AM 9:31

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 2 day of Oct, 2012.

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 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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Text Revised October 1, 1998

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

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

State Registrar

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

REQ: 2013124648

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* 2 8 3 6 6 0 6 1 *

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

TS004374

CBIZ MHM, LLC

PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Bernstein Family Investments, LLLP
c/o Teścher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date *8/31/2013*
Client No. *4002518.0*

Date	Description	Charge	Credit		Balance
	Balance Forward				209.40
			Current Balance	$	209.40

0 - 30	31- 60	61 - 90	91 - 120	Over 120		Balance
0.00	0.00	0.00	0.00	209.40	$	209.40

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through August 31, 2013

CBIZ MHM, LLC

PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Bernstein Holdings, LLC
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date *8/31/2013*
Client No. *4002519.0*

Date	Description	Charge	Credit	Balance
	Balance Forward			384.60
			Current Balance	$ 384.60

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
0.00	0.00	0.00	0.00	384.60	$ 384.60

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through August 31, 2013

Law Offices of
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 North Federal Highway
Suite 105
Boca Raton, Florida 33487

e-mail: sigreenwaldlaw@att.net

Phone: 561.994.5560 ext 101
Fax: 561.994.5629

February 11, 2013

Rebill Date: March 15, 2013
Rebill Date: July 25, 2013

Robert Spallina, Esq.
Personal Representative of the
Estate of Simon Bernstein
Tescher & Spallina, PA
4855 Technology Way
Suite 720
Boca Raton, FL 33431

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED AS OF AUGUST 8, 2012

Attorney's Fees	$825.00*

Formation of Telenet Systems, LLC

Office consultations with client on August 2, 2012 and August 6, 2012; preparation of Articles of Organization for Telenet Systems, LLC

Costs

Filing fee to Secretary of State	$125.00	
UPS courier to Secretary of State	$ 27.61	
Total Costs Due		$ 152.61
Total amount due		**$ 977.61**

**reduced accommodation fee per Steven I. Greenwald, Esq.*

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

August 23, 2013

VIA U.S. MAIL

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

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

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estate of Simon Bernstein - Disposition of Jewelry

Dear Ladies and Gentlemen:

As you may recall, we previously provided to you a formal appraisal of the jewelry. We would like to dispose of the jewelry which under the Last Will of your father would pass in equal shares to the five of you. We can do this in one of two ways: either negotiate a sale of all of the jewelry to a third party and divide the proceeds equally or you could each bid on a particular item or items in an amount that is equal to or greater than the appraised value. In the latter case, if more than one of you wishes to bid on the same item, we would provide for a procedure for each bidder to provide us with their maximum purchase price and the highest price will prevail.

We have had an offer for a bulk sale of all of the jewelry from David Schneider, a local jeweler. He has offered to purchase most of the jewelry for approximately $60,000.00 to $65,000.00.

Unless we hear from one or more of you that you would prefer a bidding process as to some or all of the jewelry within ten (10) days from the date of this letter, we will proceed to consummate a bulk sale with Mr. Schneider.

Naturally, should you have any questions regarding the foregoing, please do not hesitate to contact us.

Sincerely yours,

ROBERT L. SPALLINA

RLS/km
cc: Donald R. Tescher, Esq.

Kimberly Moran

From: Kimberly Moran
Sent: Friday, October 11, 2013 4:06 PM
To: 'janet.craig@opco.com'
Cc: Robert Spallina
Subject: Bernstein Family Realty, LLC



DOC101113.pdf
(32 KB)

Dear Ms. Craig:

Attached is our firm's invoice for services rendered in connection with 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

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

October 11, 2013 Invoice # 11187.004

Janet Craig, CTFA
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932

In Reference To: Our File No. 11187.004
Bernstein Family Realty, LLC

Professional services

	Amount
FOR LEGAL SERVICES RENDERED from October 1, 2012 through September 30, 2013 in connection with Bernstein Family Realty, LLC and the Irrevocable Trusts dated September 7, 2006 for Josh, Jake and Daniel, including numerous telephone calls and email correspondence with Janet Craig Hunt Worth)regarding successor management, payment of support and educational expenses for Josh, Jake and Daniel, outstanding mortgage issues with Walter Sahm, termination of trusts and need for successor manager to Oppenheimer, tax return preparation issues, and numerous items related to Eliot Bernstein correspondence, issues and related threats; telephone calls and email correspondence with John Capellar regarding Walt Sahm mortgage and payment of interest on same; telephone calls and email correspondence with Anthony Messuri regarding outstanding tax issues; telephone calls with Ted Bernstein and Rachel regarding payment of expenses and turning over same to Oppenheimer; telephone calls with Legacy Bank regarding Simon's death and closing account and transferring balance to Oppenheimer.	6,000.00
For professional services rendered	$6,000.00
Balance due	$6,000.00

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Monday, September 30, 2013 2:58 PM
To: Robert Spallina
Cc: Worth, Hunt
Subject: RE: Bernstein bills

Not a word.

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, September 30, 2013 2:28 PM
To: Craig, Janet
Subject: RE: Bernstein bills

Any response to your response?

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Friday, September 27, 2013 3:22 PM
To: 'Candice Bernstein (tourcandy@gmail.com)'; 'Eliot Ivan Bernstein (iviewit@gmail.com)'
Cc: Robert Spallina; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; Worth, Hunt
Subject: FW: Bernstein bills

Candice,

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

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

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

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

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

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

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Robert Spallina

From: Myra [mrmlaw1@gmail.com]
Sent: Monday, September 30, 2013 3:29 PM
To: Robert Spallina
Subject: Estate of Shirley Bernstein
Attachments: Estate of Shirley Bernstein - Orders entered by Judge Colin.pdf

Mr. Spallina,

Pursuant to Mr. Manceri's instructions, attached please find the following Orders entered by Judge Colin:

1. Agreed Order to Reopen Estate and Appoint Successor Personal Representatives dated September 24, 2013.

2. Order on Notice of Emergency Motion to Freeze Estates dated September 24, 2013.

Thank you.

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)

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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 _____, 2013.

FILED
SEP 23 2013
JUDGE MARTIN H. COLIN

Circuit Judge

cc: Mark Manceri, Esq.
Eliot I. Bernstein
All Interested Persons

Bar Form No. P.1.0100
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Revised October 1, 1998

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

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Monday, May 06, 2013 2:53 PM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Bob, thanks for the update. My client's parents have several questions regarding the trust. Is there a time in the next day or two just the attorneys can discuss this?

TRIPP SCOTT

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 01, 2013 5:35 PM
To: Christine Yates
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Christine - The condo sold and Ted will be making partial distributions to the trusts. We assigned EINs yesterday and today to the children's trusts see below. Eliot should open an account wherever he chooses. Those trusts are created under Si's Trust through the exercise of his POA over Shirley's Trust which you have copies of. Other than that, we have extricated ourselves from the insurance matter and Ted is handling that with his brother-in-law. With regard to the estate, the Stansbury litigation is ongoing with no resolution yet in sight.

Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348368)
Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348373)
Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348374)

Contact me with any further questions.

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: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 01, 2013 2:27 PM
To: Robert Spallina
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, can you please give me a status of the estate and trust. Did any real property sell? Thanks.

TRIPP SCOTT

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

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Robert Spallina

From: Robert Spallina
Sent: Thursday, March 14, 2013 4:01 PM
To: 'Ted Bernstein'; 'Pam Simon'; 'Jill Iantoni'; lisa.friedstein@gmail.com; dsimon@stpcorp.com
Subject: FW: Simon Bernstein Trust - Policy #1009208

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

---

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

Hey Bob,

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

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

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

Thanks,

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, March 15, 2013 7:58 AM
To: Robert Spallina
Subject: commission checks

Robert,

To be completely on the safe side, I think it makes more sense for me to give Si's renewal checks, that we currently deposit into the business, to you to deposit into the estate account and then you can cut a check back to the business. I have held on to a few of the recent checks and I would like to bring them by today or Monday and swap with you. I don't see any downside doing it this way, only upside. Let me know if you agree.

Thanks,

Ted

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com
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LAW OFFICES
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4855 TECHNOLOGY WAY, SUITE 720
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TEL: 561-997-7008
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DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

September 13, 2013

VIA U.S. MAIL
Attn: Penny Kenny
The Cincinnati Life Insurance Company
Life Claims
P.O. Box 145496
Cincinnati, OH 45250

Re: Simon L. Bernstein - Policy No. L2154365

Dear Ms. Kenny:

Enclosed is the executed Claimant's Statement for the above-referenced insurance policy, together with the required attachments.

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

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

The Cincinnati Life Insurance Company
P.O. Box 145496, Cincinnati, Ohio 45250-5496

CLAIMANT'S STATEMENT

Instructions:

- Sections A-E must be completed for every claim. Complete sections F-H if appropriate.
- Each beneficiary must submit a separate form.
- If the primary beneficiary is deceased, please submit a copy of their death certificate.
- If death occurred outside the United States, please submit the official death certificate issued in the country where death occurred and a completed Report of a Death of a U.S. Citizen Abroad.
- If policy is being assigned, attach a notarized assignment form (available from the funeral home) and an itemized copy of the funeral bill. A separate check for the amount of the assignment will be mailed directly to the funeral home.

Is policy being assigned to a funeral home? ☐ Yes ☐ No

Section A. Policy information:

Policy numbers under which claim is being made:

L2154365

Insured's Name in Full: Simon L. Bernstein
FIRST MI LAST

Also known as: _____
(Nicknames, maiden name, etc)

Address at time of death: 7020 Lions Head Lane

City, State, Zip: Boca Raton, FL 33496

Social Security Number: 371-32-5211

Date of Birth: 12/2/1935 Place of Birth: Flint, Michigan

Date of Death: 09/13/2012 State of Residence @Death: Florida

Cause of Death: Myocardial Infarct, severe coronary atherosclerosis

If an Accidental Death claim is being filed, attach newspaper clippings and police report.

If the policy is less than 24 months old, please provide the name and address of all physicians who attended deceased during the past five years:

Full Name	Street Address	City, State, Zip	Dates Treated	Disease or Condition:

Use additional sheets if necessary.

Section B. Beneficiary Information

- If an attorney-in-fact under a Power of Attorney is filing on behalf of the beneficiary, a copy of the Power of Attorney must be provided.
- If the beneficiary is an the Estate, the Claimant's Statement must be completed by the executor or administrator of the Insured's Estate. A certified copy of the Letters of Administration appointing the executor or administrator should also be attached.
- If the beneficiary is a minor, the Claimant's Statement must be completed by the guardian of the minor's Estate and copies of the letters appointing guardianship must be submitted.
- If the beneficiary is a former spouse, include a copy of the divorce decree and the property settlement.
- If the beneficiary is a trust, the Claimant's Statement must be completed by the trustee and a complete copy of the trust agreement and tax ID should be attached.

Beneficiary's Name: _____
FIRST MI LAST

Name of trust or estate (if applicable) Estate of Simon L. Bernstein Date of trust _____

Date of Birth: _____ SSN or TIN: 30-6329442

Address: 4855 Technology Way Suite 720

City, State, Zip: Boca Raton, FL 33431

Email address: rspallina@tescherspallina.com

Telephone No: (H) (W) 561 997 7008 (C)

Relationship to Insured: Estate Best time to call: daytime

I do hereby make claim to the policy(ies) listed in Section A of the Claimant's Statement. I declare that the answers recorded are true and complete to the best of my knowledge. I have read the applicable fraud statement. I agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

Signature of Claimant **Date** 9/15/11

Robert L. Spallina
Name of Claimant

Personal Representative of Estate
Relationship to Insured

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank.

This means that we will need to verify the **name, residential or street address (no P.O. Boxes), date of birth and Social Security Number or other tax identification number** of all account owners

The Cincinnati Life Insurance Company
P.O. Box 145496, Cincinnati, Ohio 45250-5496

CLAIMANT'S STATEMENT, continued

Section C. Payment Options for Life Insurance Benefits

You are eligible to select from the following payment options, unless the policy restricts your rights. ***Please indicate which option you prefer.***

☑ **Lump Sum Check.** A check will be issued directly to the beneficiary. If proceeds are less than $10,000 or payable to a minor, corporation, estate or trust, this option will be used.

☐ **Settlement Option.** In addition to the Benefit Access Account or a lump sum check, other settlement options may be available. A brief explanation of available settlement options will be provided with your Claimant's Statement. If you have questions regarding settlement options, you may contact the company's Life Claims Department at 1-888-212-6970 to speak with a claim processor.

Indicate settlement option you choose: _____ .

By signing this document, I hereby acknowledge that I have read the information about payment options available and have selected one of the above options as the means of receiving payment for proceeds due from a life insurance policy from The Cincinnati Life Insurance Company.

Signature of Claimant

9/13/13
Date

Robert L. Spalling
Name

Section D. State Required Information

If your state requires additional information in regard to life insurance claims, it will be indicated here.

Section E. Request for Taxpayer Identification Number and Certification

The Internal Revenue Service requires that you provide The Cincinnati Life Insurance Company with your correct Social Security Number or Tax Identification Number. We may have to withhold, and send to the IRS on your behalf, 28% of any interest due to you, unless you provide us with the correct Social Security Number, and state that you have not been notified that you are subject to an IRS backup withholding order on interest and dividends.

Social Security Number:	OR	**Employer, Trust, or Estate Tax ID Number:**
___-___-____		30-6329442

☐ Check this box if you are not a U.S. citizen or resident and complete an IRS W-8BEN form instead of completing the remainder of this section.

CERTIFICATION. Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person or U.S. resident alien.

NOTE: Cross out number 2 above if you have been notified by the IRS that you are subject to backup withholding because you have underreported interest or dividends on your tax return.

	5/13/13
Signature of Claimant	**Date**
Robert L. Spalling	
Print Name of Person/Party Signing	
Relationship to Insured	

Section F. Form 712 – Life Insurance Statement

☐ **Check this box if you require an IRS Form 712.**

Section G. Statement Policy Loss

Complete this section if policy cannot be located.

This policy was lost or destroyed. If the policy is later found, I agree to surrender it to the company without claim.

Signature	**Date**

The Cincinnati Life Insurance Company
P.O. Box 145496, Cincinnati, Ohio 45250-5496

CLAIMANT'S STATEMENT, continued

Section H. Authorization to Obtain and Disclose Information

Authorization for Release of Information

I hereby authorize any licensed physician; medical practitioner; hospital; clinic or other medical or medically-related facility; the Veterans Administration; Social Security Administration; Internal Revenue Service; financial institution; employer; consumer reporting agency; law enforcement agency or governmental entity; prescription database service; MIB or any organization that has any medical or nonmedical information regarding the Insured to give all such information to The Cincinnati Life Insurance Company or its authorized representative.

This shall include but not be limited to any information regarding the Insured's health history, including all consultations and treatments about mental illness and the use of drugs, alcohol or tobacco (excluding psychotherapy notes); prescription drug information; Human Immunodeficiency Virus (HIV) infection; Acquired Immune Deficiency Syndrome (AIDS); and the diagnosis, treatment or prognosis of any physical condition.

The patient or the patient's representative must read and sign the following statements:

1. I understand that this information will be used to evaluate my claim for insurance benefits and if I refuse to sign this authorization to release my records, The Cincinnati Life Insurance Company may not be able to investigate and/or pay my claim.

2. Information disclosed pursuant to this authorization may not be subject to state or federal privacy regulations and laws.

3. I may revoke this authorization at any time by sending a written request to The Cincinnati Life Insurance Company at the above address, but such revocation will not affect information that has already been requested, collected, used or disclosed in reliance on this authorization.

4. This authorization will be valid from the date signed for a period of two years unless revoked in writing.

5. Any request that I have made to my medical providers to restrict information disclosed does not apply to this authorization.

6. I may obtain a copy of this authorization form by sending a written request to The Cincinnati Life Insurance Company at the above address.

7. A photographic copy of this authorization shall be as valid as the original.

Signed on: 9 (Month) 15 (Day) 2013 (Year)

Robert Sterling
Name (please print)

Attorney
(if signing as personal representative, specify relationship to Patient)

Signature

CLI-8513 (12/11)

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased. IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED
2012 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 2 day of Oct, 2012.

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.
DATED THIS 2 DAY OF Oct 20 12
SHARON R. BOCK
CLERK & COMPTROLLER
By: DEPUTY CLERK

Bar Form No. P-3 0420
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Text Revised October 1, 1998

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: December 20, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: SIMON LEON BERNSTEIN

DATE OF DEATH: September 13, 2012 SEX: MALE SSN: 371-32-5211 AGE: 076 YEARS

DATE OF BIRTH: December 2, 1935 BIRTHPLACE: FLINT, MICHIGAN

PLACE OF DEATH: INPATIENT

FACILITY NAME OR STREET ADDRESS: DELRAY MEDICAL CENTER

LOCATION OF DEATH: DELRAY BEACH, PALM BEACH COUNTY

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: WIDOWED

SPOUSE: NONE

RESIDENCE: 7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496 COUNTY: PALM BEACH

OCCUPATION, INDUSTRY: SALES, LIFE INSURANCE

RACE: _X_ White __Black or African American __Asian Indian __Chinese __Filipino __Native Hawaiian __Japanese __Korean
__American Indian or Alaskan Native--Tribe: __Vietnamese __Other Asian:
__Guamian or Chamorro __Samoan __Other Pacific Isl: __Other: __Unknown

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

EDUCATION: HIGH SCHOOL GRADUATE OR GED EVER IN U.S. ARMED FORCES? NO

PARENTS AND INFORMANT INFORMATION

FATHER: THEODORE BERNSTEIN

MOTHER: NORA UNKNOWN

INFORMANT: TED STUART BERNSTEIN

RELATIONSHIP TO DECEDENT: SON

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

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: THE GARDENS MEMORIAL PARK
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: ENTOMBMENT

FUNERAL DIRECTOR/LICENSE NUMBER: GARRETT JACOBS, F019844

FUNERAL FACILITY: BOCA RATON FUNERAL HOME F040152
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER MEDICAL EXAMINER CASE NUMBER: 121500913

TIME OF DEATH (24 hr 0227

CERTIFIER'S NAME: MICHAEL D BELL

CERTIFIER'S LICENSE NUMBER: ME54359

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

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: NATURAL

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

a MYOCARDIAL INFARCT

b SEVERE CORONARY ATHEROSCLEROSIS

c

d

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

AUTOPSY PERFORMED? YES AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? YES

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? NO

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? NOT APPLICABLE

DATE OF INJURY: NOT APPLICABLE TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Jr. ,State Registrar REQ: 2013376149

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

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DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

TS004399

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE IN PERMANENT BLACK INK

LOCAL FILE NO. 600/2823

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 Is. (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): FD19844
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

State of Florida, Department of Health, Vital Statistics

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:
38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): DEC 17 2010

CAUSE OF DEATH TO BE COMPLETED BY: MEDICAL CERTIFIER

DH Form 5-D, Jul. 2004 (Obsoletes previous editions which may not be used)

39. PROBABLE MANNER OF DEATH: X Natural. The following are under the jurisdiction of the medical examiner: __ Accident __ Suicide __ Homicide __ Pending Investigation __ Undetermined
40. REPORTED TO MEDICAL EXAMINER DUE TO CAUSE OF DEATH? __ Yes X No
41. CAUSE OF DEATH - PART I (See instructions on back). Enter the chain of events - diseases, injuries, or complications - that directly caused the death. Enter only one cause on a line. DO NOT enter terminal event such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. Approximate Interval: Onset to Death
IMMEDIATE CAUSE (Final disease or condition resulting in death)
a. Respiratory Arrest
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST
b. Pulmonary Hemorrhage
c. Lung Cancer (Adenocarcinoma)
d.
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I
42a. WAS AN AUTOPSY PERFORMED? __ Yes X No
42b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? __ Yes __ No
43a. IF SURGERY MENTIONED IN PART I OR II, ENTER REASON FOR SURGERY
43b. DATE OF SURGERY (Mo., Day, Yr.)
44. DID TOBACCO USE CONTRIBUTE TO DEATH? __ Yes __ No __ Probably __ Unknown
45. IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR: __ Yes __ No __ Unknown. If Yes, specify timeframe: __ at time of death __ within 1 to 42 days of death __ within 43 days to 1 year of death
46. DATE OF INJURY (Month, Day, Year)
47. TIME OF INJURY (24 hr.)
48. INJURY AT WORK? __ Yes __ No
49a. LOCATION OF INJURY - STATE
49b. CITY OR TOWN
49c. STREET ADDRESS
49d. APT. NO.
49e. ZIP CODE
50. DESCRIBE HOW INJURY OCCURRED
51. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)
IF TRANSPORTATION INJURY, 52a. Status of Decedent: __ Driver/Operator __ Passenger __ Pedestrian __ Other (Specify)
52b. Type of Vehicle: __ Car/Minivan __ S.U.V __ Motorcycle __ Pickup Truck/Cargo Van __ Bus __ Heavy Transport __ Other (Specify)

Pearlie Brown
DEC 20 2010

VOID IF ALTERED OR ERASED

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DH FORM 1947 (08/04)

37418221

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

TS004400

Kimberly Moran

From: Robert Spallina
Sent: Wednesday, September 04, 2013 1:35 PM
To: Kimberly Moran
Subject: FW: S. Bernstein life ins policy, CIncinnati Life

From: Binzer, Ann [mailto:Ann_Binzer@CINFIN.com]
Sent: Tuesday, September 03, 2013 4:45 PM
To: Robert Spallina
Cc: Kenny, Penny
Subject: S. Bernstein life ins policy, CIncinnati Life

Mr. Spallina,

A recent review of our records indicates that Simon Bernstein was issued a life insurance policy by our Company. His wife Shirley was the named beneficiary. Since she passed away before Mr. Bernstein, his Estate is the beneficiary. Ted Bernstein advised us that you are the Executor of Simon's Estate.

Please complete the enclosed Claimant's Statement and return it to us, along with a certified copy of Simon's death certificate, a copy of Shirley's death certificate, and appointment papers showing you as the Executor.
The State of Illinois requires that we notify you that we will pay 10% interest if we have not processed the claim within 31 days of receipt of claim requirements.

If you have questions, you may contact Penny Kenny, who will be handling this claim. We appreciate your assistance.

Sincerely,

Ann S. Binzer, FLHC, FALU, CLU, ChFC, FLMI
Assistant Vice President, Life Claims
The Cincinnati Life Insurance Company
PO Box 145496
Cincinnati, Ohio 45250
phone (513) 870-2282
fax (513) 881-8116

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THE CINCINNATI LIFE INSURANCE COMPANY

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

Claimant's Statement for Life Insurance Benefits

IF YOU NEED ASSISTANCE FILING YOUR CLAIM, PLEASE CONTACT US AT 1-888-212-6970 OR LIFE-HEALTHCLAIMS@CINFIN.COM

Please review the checklist below prior to submitting your claim:

- ☐ **Death Certificate**: A certified copy of the death certificate, including cause and manner of death, must be provided to us.
- ☐ **Policy**: Please send the policy to us. If the policy has been lost, mark this in Section G on the Claimant's Statement. If there are other insureds still covered by the policy, it does not need to be returned.
- ☐ **Claimant's Statement:** Please be sure to follow the instructions on the form, complete all applicable sections, and sign and date the form where indicated. If there is more than one claimant, each person must complete a separate Claimant's Statement.
- ☐ **Fraud Warning Statement.** Please review the fraud warning for your state.
- ☐ **Payment Options.** Review the information regarding payment options in Section C of the Claimant Statement and mark which option you prefer.
- ☐ **Tax Identification Number.** In Section E of the Claimant's Statement, all claimants must provide their Social Security Number or Employer, Tax, Trust or Estate Tax ID Number and complete the certification ensuring the number is correct and indicating whether you are subject to backup withholding. If this section is not complete, we are required to withhold taxes on any interest earned on the death claim proceeds.
- ☐ **Authorization to Release Medical Information.** Section H must be completed if the insured died within two years of the date the policy was issued or reinstated, or if the cause of death was accidental and you are claiming those benefits.

Additional requirements may be requested from the Claims Department.

RETURN COMPLETED FORMS TO:

THE CINCINNATI LIFE INSURANCE COMPANY
Life Claims
P.O. BOX 145496
CINCINNATI, OHIO 45250

Phone 513-870-2000 or 888-212-6970
Fax 513-870-2969
Email: Life-HealthClaims@cinfin.com

Form CLI-8682-B

THE CINCINNATI LIFE INSURANCE COMPANY

P.O. BOX 145496, CINCINNATI, OHIO 45250-5496

CLAIM FRAUD WARNING STATEMENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
The laws of the states below require the company to provide the following state specific statements:
Alabama, New Mexico – ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CRIMINAL PENALTIES.
Alaska – A person who knowingly and with intent to injure, defraud or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.
Arkansas, Louisiana, Massachusetts, Rhode Island and West Virginia – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Arizona – For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.
California – For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
District of Columbia – WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Delaware – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.
Florida – Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Idaho – Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete, or misleading information is guilty of a felony.
Indiana – A person who knowingly and with the intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.
Kentucky – Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Maine, Tennessee, Virginia and Washington – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
Maryland – ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.
Minnesota – A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
New Hampshire – Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.
New Jersey – Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
New York – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
Ohio – Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma – WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
Texas – Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

CLI-6263 (8/12)

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

August 23, 2013

VIA U.S. MAIL

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

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

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estate of Simon Bernstein - Disposition of Jewelry

Dear Ladies and Gentlemen:

As you may recall, we previously provided to you a formal appraisal of the jewelry. We would like to dispose of the jewelry which under the Last Will of your father would pass in equal shares to the five of you. We can do this in one of two ways: either negotiate a sale of all of the jewelry to a third party and divide the proceeds equally or you could each bid on a particular item or items in an amount that is equal to or greater than the appraised value. In the latter case, if more than one of you wishes to bid on the same item, we would provide for a procedure for each bidder to provide us with their maximum purchase price and the highest price will prevail.

We have had an offer for a bulk sale of all of the jewelry from David Schneider, a local jeweler. He has offered to purchase most of the jewelry for approximately $60,000.00 to $65,000.00.

Unless we hear from one or more of you that you would prefer a bidding process as to some or all of the jewelry within ten (10) days from the date of this letter, we will proceed to consummate a bulk sale with Mr. Schneider.

Naturally, should you have any questions regarding the foregoing, please do not hesitate to contact us.

Sincerely yours,

ROBERT L. SPALLINA

O.K. WITH ME Ted

RLS/km
cc: Donald R. Tescher, Esq.

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Wednesday, July 24, 2013 11:57 AM
To: Robert Spallina
Cc: DeRosa, Linda; Lewin, Jerry
Subject: RE: Bernstein

Ok Great.

Thanks,

Anthony

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, July 24, 2013 11:57 AM
To: Messuri, Anthony
Cc: DeRosa, Linda; Lewin, Jerry
Subject: RE: Bernstein

Nothing has changed for 2012

From: Messuri, Anthony [mailto:AMessuri@cbizgl.com]
Sent: Wednesday, July 24, 2013 11:08 AM
To: Robert Spallina
Cc: DeRosa, Linda; Lewin, Jerry
Subject: FW: Bernstein

Robert,

We have some questions regarding the Bernstein entities;

Bernstein Family Investments, LLLP

As of 12/31/11 the ownership was Simon Bernstein Trust 49.5%, Shirley Bernstein Trust 49.5%, & Bernstein Holdings, LLC 1.0%. For 2012 has the ownership of this entity changed at all? If so, please provide a schedule showing the name and their ownership % for each owner.

Bernstein Holdings, LLC

As of 12/31/11 the ownership was Simon Bernstein Trust 48.5%, Shirley Bernstein Trust 48.5%, Eliot Bernstein Family Trust 1%, Jill Iantoni Family Trust 1%, & Lisa Friedstein Family Trust 1%. For 2012 has the ownership of this entity changed at all? If so, please provide a schedule showing the name and their ownership % for each owner.

For 2012 I assume we will be preparing the returns for all of the above mentioned trusts. Please confirm.

Thanks,

Anthony

From: Messuri, Anthony
Sent: Wednesday, July 24, 2013 10:12 AM
To: 'Robert Spallina'
Cc: Lewin, Jerry; DeRosa, Linda; Prindle, Christopher R
Subject: RE: Bernstein

Robert,

We will contact Chris Prindle directly and request each of the 2012 monthly brokerage statements for Bernstein Family Investments and the year end 1099 for Bernstein Holdings, LLC. To our knowledge there is nothing with the Stanford CD which was written off in prior years.

Thanks,

Anthony

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, July 23, 2013 4:39 PM
To: Messuri, Anthony
Cc: Lewin, Jerry; DeRosa, Linda; Prindle, Christopher R
Subject: RE: Bernstein

This information would come from Chris Prindle at JP Morgan. There should be a 1099 for the activity. Not sure what else was reported on prior returns for the entity?? Was there a Stanford CD and associated write-offs??

From: Messuri, Anthony [mailto:AMessuri@cbizgl.com]
Sent: Tuesday, July 16, 2013 2:04 PM
To: Robert Spallina
Cc: Lewin, Jerry; DeRosa, Linda
Subject: FW: Bernstein
Importance: High

Robert,

How are you progressing with the 2013 tax information for the Bernstein Family Investments, LLLP?

Please give Jerry Lewin a call or myself.

Thanks,

Anthony

From: Messuri, Anthony
Sent: Tuesday, July 02, 2013 3:00 PM
To: 'Robert Spallina'
Cc: DeRosa, Linda
Subject: Bernstein

Robert,

Just checking in to see when we should expect to receive the 2012 information for the Bernstein Family Investments, LLLP. This entity passes through to various other entities and I just wanted to get the ball rolling and not wait for the 9/15/13 deadline.

Please advise.

Thanks,

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
www.cbizsouthflorida.com and www.mhm-pc.com
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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, June 11, 2013 5:00 PM
To: Robert Spallina
Subject: RE: Shirley Bernstein Trust

Deborah sent out a check to them a few days before you sent your previous email. We are now set up to do things electronically.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, June 11, 2013 4:29 PM
To: Ted Bernstein
Subject: RE: Shirley Bernstein Trust

Is this taken care of?

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, June 06, 2013 8:28 PM
To: Robert Spallina
Subject: FW: Shirley Bernstein Trust

Robert > email below is related to making it easier to pay things such as the Wells interest. They make it nearly impossible for us to make that payment. Every time we call it is a runaround re authorization. As you can see, we started the process with JP to do everything electronically.

Sorry about not getting back to you after our call. I am placing a very large policy right now and it's crunch time. I will give you a call tomorrow and will try to run over a batch of mail.

Go Heat!

From: Marcin, Matthew [mailto:matthew.marcin@jpmorgan.com]
Sent: Thursday, June 06, 2013 2:50 PM
To: Ted Bernstein
Cc: Bernstein Deborah; Deborah Bernstein; PB-Service0938; McNally, Gavin
Subject: Shirley Bernstein Trust

Mr. Bernstein,

We received a call from Mrs. Bernstein this afternoon to set up online access for the Shirley Bernstein account, but we first need to have her added to the account for inquiry access. To add her to the account, please see the attached document. Please have Mrs. Bernstein fill out the top of the form with her information. You will only need to sign and date the bottom of the form. I will follow with a separate email containing a password to unlock the document. You can either fax (866-225-2315) or PDF the completed form back to me. Once I receive the form, it will take about 3 business days to have the user ID created. Please feel free to call me with any questions, my number is 800-576-0938. Have a great day.

Regards,

Matthew Marcin | Client Service Associate | Private Bank
J.P. Morgan | 500 Stanton Christiana Road, Ops 3 Floor 01, Newark, DE 19713-2107
T: 800-576-0938 | I: 302-634-2037 | F: 866-225-2315| pb-service0938@jpmorgan.com

To ensure a prompt response, please direct your reply to our team:
T: 800-576-0938 | F: 866-225-2315| pb-service0938@jpmorgan.com

Alternate contacts: John C Hawkins | T: 800-576-0938 | F: 866-225-2315



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Robert Spallina

From: Robert Spallina
Sent: Monday, June 10, 2013 3:22 PM
To: 'Ted Bernstein'
Subject: RE: Jewelry

Please get written consent from the others and we will move forward after offering Eliot x number of days to match the offer.

-----Original Message-----
From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, June 10, 2013 12:55 PM
To: Robert Spallina
Subject: FW: Jewelry

In fact, here is an email from Pam sent a little while ago. I just came across it after sending you the email I sent a minute ago. Actually, I don't know the answer to that, do you?

-----Original Message-----
From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Monday, June 10, 2013 12:12 PM
To: Ted Bernstein
Subject: Jewelry

Hi Theo- if Mr. Spallina takes the offer on the jewelry will the money be distributed to the 5 of us kids right away?
Xoxo

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, May 29, 2013 4:14 PM
To: Robert Spallina
Subject: RE: Closing

Good to know. That guy has a buyer who is supposedly interested in purchasing the jewelry and he suggested that we give him a number that we would sell for.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 29, 2013 3:54 PM
To: Ted Bernstein
Subject: RE: Closing

Yes same range

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, May 29, 2013 3:52 PM
To: Robert Spallina
Subject: RE: Closing

50-60k for the 3 rings

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: RE: Closing
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: RE: Closing

I do not know what the first guy estimated

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, May 29, 2013 10:38 AM
To: Robert Spallina
Subject: Re: Closing

Real estate taxes for 2010 for Aragon - somehow were unpaid.

Was the jewelry appraisal for the 2 rings close to the value stated by the 1st guy, David Schneider?

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On May 29, 2013, at 10:10 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

2010 taxes? We did receive the appraisal of the jewelry yesterday. I can send out to everyone and close that loop finally. We are in a position to file the inventory for the estate. We will do that as well.

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, May 28, 2013 7:09 PM
To: Robert Spallina
Subject: RE: Closing

Robert > a day or two before closing, the attorneys found a couple of unpaid items, such as taxes from 2010. They preferred to have all of those costs deducted at closing.

Were you able to get the jewelry appraised yet?

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, May 28, 2013 12:05 PM
To: Ted Bernstein
Subject: RE: Closing

There are association fees and property taxes that are on the closing statement that I thought you paid previously with trust funds that I had to distribute to you??

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, May 23, 2013 5:59 PM
To: Robert Spallina
Subject: Fwd: Closing

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: Closing
From: Barbara Quinn <barbara.quinn@gefenlaw.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: Closing

Dear Mr. Bernstein:

HUD 1 statement is attached.

Barbara Quinn
Paralegal/Senior Title Closer
barbara.quinn@gefenlaw.com

Gregory S. Gefen, PA
Signature Title Group LLC
US Title of Florida

Zenith Professional Center
3010 N. Military Trail #210
Boca Raton, FL 33431
tel: 561-988-0088 (ext.204)
fax: 561-988-0066
www.gefenlaw.com

-----Original Message-----
From: copier
Sent: Wednesday, April 17, 2013 1:47 PM
To: Barbara Quinn
Subject: Scanned from MFP-07123808 04/17/2013 13:47

Scanned from MFP-07123808.
Date: 04/17/2013 13:47
Pages:3
Resolution:200x200 DPI

Robert Spallina

From: Donald Tescher
Sent: Wednesday, May 08, 2013 10:23 PM
To: Adam Simon
Cc: Robert Spallina
Subject: Re: Simon L. Bernstein Irrev Ins Trust

I am forwarding your correspondence to Robert Spallina for response as I am out of town for an extended period.

Sent from my iPhone
Donald R Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way
suite 720
Boca Raton, FL 33431
561-997-7008
Cell: 561-901-7972

On May 8, 2013, at 9:34 PM, "Adam Simon" <asimon21@att.net> wrote:

> Mr. Tescher,
>
> Please see the attached correspondence.
>
> Thank you,
>
> Adam Simon
> <bernstein trust ltr.pdf.pdf>

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, May 09, 2013 9:45 AM
To: Robert Spallina
Subject: RE: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Calling you later. The "thing" Eliot drafted is very disturbing, its meaning should not be under-estimated. Nothing is accurate. It is a complete distortion of events and the very sad and tragic reality is that he believes every word he wrote. I am concerned and extremely frustrated with all of this.

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

See below. What is the plan? Please send me a copy of the HUD

From: Robert Spallina
Sent: Wednesday, May 08, 2013 4:33 PM
To: 'Christine Yates'
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

The property was owned by Shirley's Trust and Ted Bernstein is successor Trustee. We do not have the information but can ask Ted to provide it.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 08, 2013 2:39 PM
To: Robert Spallina
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, I left a message, but until we get a chance to speak, wanted to see if you could provide the following documents:

1) A copy of HUD from the closing;

2) A distribution schedule showing the funding of the trusts and how much each trust will receive.

TRIPP SCOTT

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 01, 2013 5:35 PM
To: Christine Yates
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Christine - The condo sold and Ted will be making partial distributions to the trusts. We assigned EINs yesterday and today to the children's trusts see below. Eliot should open an account wherever he chooses. Those trusts are created under Si's Trust through the exercise of his POA over Shirley's Trust which you have copies of. Other than that, we have extricated ourselves from the insurance matter and Ted is handling that with his brother-in-law. With regard to the estate, the Stansbury litigation is ongoing with no resolution yet in sight.

Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348368)

Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348373)

Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348374)

Contact me with any further questions.

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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From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 01, 2013 2:27 PM
To: Robert Spallina
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, can you please give me a status of the estate and trust. Did any real property sell? Thanks.

TRIPP SCOTT

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

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Robert Spallina

From: Robert Spallina
Sent: Thursday, May 09, 2013 11:49 AM
To: 'Christine Yates'
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

I understand. I will try my best. I still have not spoken to Ted as he is in New York on business.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Thursday, May 09, 2013 8:49 AM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

I spoke to him yesterday regarding issues for his children and am aware that he did that. I do not represent Eliot and am making this request on behalf of his children.

TRIPP SCOTT

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 08, 2013 6:02 PM
To: Christine Yates
Subject: Re: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Eliot just filed a complaint against Ted (and us for that matter) in the probate court so Ted may not be very accommodating.

Sent from my iPhone

On May 8, 2013, at 5:33 PM, "Christine Yates" <cty@TrippScott.com> wrote:

> Can you please. I want to avoid any miscommunication between the parties.
>
> Sent from my iPhone
>
> On May 8, 2013, at 4:33 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

The property was owned by Shirley's Trust and Ted Bernstein is successor Trustee. We do not have the information but can ask Ted to provide it.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 08, 2013 2:39 PM
To: Robert Spallina
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, I left a message, but until we get a chance to speak, wanted to see if you could provide the following documents:

1) A copy of HUD from the closing;

2) A distribution schedule showing the funding of the trusts and how much each trust will receive.

<image001.jpg>
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 01, 2013 5:35 PM
To: Christine Yates
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Christine - The condo sold and Ted will be making partial distributions to the trusts. We assigned EINs yesterday and today to the children's trusts see below. Eliot should open an account wherever he chooses. Those trusts are created under Si's Trust through the exercise of his POA over Shirley's Trust which you have copies of. Other than that, we have extricated ourselves from the insurance matter and Ted is handling that with his brother-in-law. With regard to the estate, the Stansbury litigation is ongoing with no resolution yet in sight.

Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348368)
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Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348374)

Contact me with any further questions.

Robert L. Spallina, Esq.
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From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 01, 2013 2:27 PM
To: Robert Spallina
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, can you please give me a status of the estate and trust. Did any real property sell? Thanks.

<image001.jpg>
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

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Donald Tescher

From: Donald Tescher
Sent: Tuesday, April 30, 2013 12:16 PM
To: Ted Bernstein
Cc: Robert Spallina
Subject: Bernstein Estate

Do you communicate with your siblings other than Pam and Scooter? Below is an email to Robert from Jill and Lisa. In addition to being factually inaccurate, clearly indicates that they are not being kept in the loop. As a reminder, you were to obtain an appraisal from the jeweler as the one he gave you is inadequate. Also, you were to provide us with an accounting. How is that coming?

It has been over a month since we last heard any update on the Bernstein Estate, the insurance proceeds, the real estate, the law suit(s) and jewelry. It is our understanding that everything EXCEPT for the jewelry and insurance proceeds is under your jurisdiction as the Executor, so I am not clear on where that jewelry is or the appraisals I had asked for. I shared with my siblings, that once we have those appraisals I have several strong contacts that we will use to sell it, unless anyone of us wants to purchase it. We understand your Partner, Don has resigned from his duties regarding my Dad's estate. We would like to know why, so we fully understand what is going on. Please send us the sale information of the condo and where that money is going for our beneficiaries and the latest update with the insurance company and the proceeds.

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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Robert Spallina

From: Donald Tescher
Sent: Friday, April 19, 2013 2:18 PM
To: David (Scooter) Simon; Ted Bernstein
Cc: Robert Spallina
Subject: RE: Heritage Union

Scooter, as per my telephone conversation with you where I advised you of my subsequent telephone conversation with Heritage's counsel, please revise the message as modified below and have it typed on your letterhead, signed and addressed to Scott D. Welling, Associate General Counsel, Jackson National Life Insurance Company, One Corporate Way, Lansing, Michigan 48951. Email is scott.welling@jackson.com. Please copy us also. Thank you.

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
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From: David (Scooter) Simon [mailto:dsimon@stpcorp.com]
Sent: Friday, April 19, 2013 1:36 PM
To: Ted Bernstein; Donald Tescher
Subject: RE: Heritage Union

Mr. Welling:

This email confirms that the Insurance Trust will dismiss the action filed in Cook County upon a filing of the interpleader action in the Palm Beach County Circuit Court within the later of (i) 30 days from today; or (ii) the time for filing an answer or other responsive pleading in the Cook County matter. Heritage need not file an answer or other pleading provided if and only if Heritage files the interpleader action in the Palm Beach County Circuit Court within the time stated.

Thank you for your participation in this resolution.

Adam Simon

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, April 19, 2013 8:24 AM
To: Donald Tescher
Cc: Robert Spallina; David (Scooter) Simon
Subject: Re: Bernstein

Thanks Don.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 19, 2013, at 9:22 AM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:

> Good. Spoke to Scooter yesterday. They are sending us a letter agreeing to dismiss the Cook County lawsuit upon a filing of the interpleader action in the Palm Beach County Circuit Court. However, a new wrinkle has cropped up: the insurance company has now been formally served. I will ask Scooter to modify the letter to indicate that they need not file an answer or other pleading and the suit will be dismissed provided they file the interpleader here within the time for filing an answer or other responsive pleading in the Cook County matter. I will call the in house counsel at the carrier and make sure that this will be acceptable.
>
> 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: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, April 19, 2013 8:28 AM
To: Robert Spallina
Cc: Donald Tescher
Subject: Re: Bernstein

Condo closed yesterday. Money should be wired today. One down, one to go.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 18, 2013, at 9:19 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

> See below
>
> Sent from my iPhone
>
> Begin forwarded message:

From: "Welling, Scott" <scott.welling@jackson.com>
Date: April 18, 2013, 4:22:55 PM EDT
To: 'Robert Spallina' <rspallina@tescherspallina.com>
Subject: Bernstein

Hi Bob,

Not only has the Cook County lawsuit not been dismissed, I was just informed it was formally served on the 17th...??

I cannot file the Palm Beach interpleader with this action pending.

Scott D. Welling

Associate General Counsel

Jackson National Life Insurance Company

One Corporate Way

Lansing, Michigan 48951

Phone: (517) 367-4337

Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Robert Spallina

From: Welling, Scott [scott.welling@jackson.com]
Sent: Friday, April 19, 2013 5:03 PM
To: 'Cheryl Sychowski'
Cc: Donald Tescher; Adam Simon; Adam Simon; Robert Spallina
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Importance: High

Dear Mr. Simon,

Thank you for your correspondence.

I just tried to call you, but neither you nor your colleague David Simon were available.

I have briefly discussed this matter with Cook County counsel.

It is my understanding that Jackson has a very short timeframe in which to remove this action to federal court, should it choose to do so. Inasmuch as I am out of the office all next week, I would like to resolve this issue sooner rather than later.

My understanding of this matter is that the Trustee of the Simon Bernstein Irrevocable Insurance Trust has not authorized you to file this lawsuit on behalf of the Trust. Indeed, the Trust's counsel (Robert Spallina) and I have had several amicable and productive dialogues regarding this matter, and have agreed that the best way to resolve this matter is for Jackson to file a federal interpleader action in Palm Beach Florida, where venue indisputably lies.

If I am incorrect, and if the Trustee of the Trust HAS directed you to file this suit, please advise me of same at your soonest convenience.

I will allow you until Wednesday, April 24, 2013 to voluntarily dismiss the above action, and provide me with email confirmation of the dismissal.

If I do not receive confirmation of the dismissal by that date, I will instruct our Cook County counsel to file an Appearance, and then seek to dismiss the action on the grounds that the Trust never authorized the suit.

Naturally, I will ask that our fees and costs be recovered from whichever person or entity is appropriate.

I remain committed to working with the Trust to resolve this matter amicably and with as little expense as possible. However, I decline to do so with an improperly filed lawsuit hanging over my head.

Please give this matter your prompt attention.

From: Cheryl Sychowski [mailto:cheryl@stpcorp.com]
Sent: Friday, April 19, 2013 3:48 PM
To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
P: (312) 819-0730
F: (312) 819-0773
E: cheryl@stpcorp.com

Robert Spallina

From: Donald Tescher
Sent: Friday, April 19, 2013 6:01 PM
To: Welling, Scott; Robert Spallina
Cc: asimon21@att.net; David (Scooter) Simon; Ted Bernstein
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Ted: This is principally addressed to you but have included others so that they are aware. I feel that we have serious conflicts in continuing to represent you as Trustee of the Life Insurance Trust and need to withdraw from further representation in regard to that matter. We have been under the impression that the interpleader action to be filed in Palm Beach County, Florida would be filed in the Circuit Court which is a State court. That is where Sy's estate is being administered. I have spent the past couple of days acting as an intermediary with Scooter and Scott and thought that we had reached a reasonable resolution that would permit the carrier to bring the action here and have Adam then dismiss the Cook County suit. It appears that I was unsuccessful. Given the conflicting issues of who is representing the Trust, our removal will at least solve that issue. If you gave written authority to the Simon Lawfirm it was without our knowledge.

Should our testimony or affidavits regarding Sy's intent or any other aspects of this matter that we may have knowledge be useful we will certainly be available to assist.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
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From: Welling, Scott [mailto:scott.welling@jackson.com]
Sent: Friday, April 19, 2013 5:26 PM
To: Robert Spallina; Donald Tescher
Subject: FW: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Gentlemen,

Can you advise on the below...?

From: adam simon [mailto:asimon21@att.net]
Sent: Friday, April 19, 2013 5:25 PM
To: Welling, Scott
Subject: Re: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling:

You have been given inaccurate information. I have received written authorization from Ted Bernstein as Tstee of the Trust to file the action that was filed in Cook County.

Thank you,
Adam Simon

Sent from my iPhone

On Apr 19, 2013, at 4:02 PM, "Welling, Scott" <scott.welling@jackson.com> wrote:

> Dear Mr. Simon,
>
> Thank you for your correspondence.
>
> I just tried to call you, but neither you nor your colleague David Simon were available.
>
> I have briefly discussed this matter with Cook County counsel.
>
> It is my understanding that Jackson has a very short timeframe in which to remove this action to federal court, should it choose to do so. Inasmuch as I am out of the office all next week, I would like to resolve this issue sooner rather than later.
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> My understanding of this matter is that the Trustee of the Simon Bernstein Irrevocable Insurance Trust has not authorized you to file this lawsuit on behalf of the Trust. Indeed, the Trust's counsel (Robert Spallina) and I have had several amicable and productive dialogues regarding this matter, and have agreed that the best way to resolve this matter is for Jackson to file a federal interpleader action in Palm Beach Florida, where venue indisputably lies.
>
> If I am incorrect, and if the Trustee of the Trust HAS directed you to file this suit, please advise me of same at your soonest convenience.
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> I will allow you until Wednesday, April 24, 2013 to voluntarily dismiss the above action, and provide me with email confirmation of the dismissal.
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> If I do not receive confirmation of the dismissal by that date, I will instruct our Cook County counsel to file an Appearance, and then seek to dismiss the action on the grounds that the Trust never authorized the suit.
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> Naturally, I will ask that our fees and costs be recovered from whichever person or entity is appropriate.
>
> I remain committed to working with the Trust to resolve this matter amicably and with as little expense as possible. However, I decline to do so with an improperly filed lawsuit hanging over my head.
>
> Please give this matter your prompt attention.

From: Cheryl Sychowski [mailto:cheryl@stpcorp.com]
Sent: Friday, April 19, 2013 3:48 PM
To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
P: (312) 819-0730
F: (312) 819-0773
E: cheryl@stpcorp.com

Robert Spallina

From: Donald Tescher
Sent: Tuesday, April 30, 2013 12:16 PM
To: Ted Bernstein
Cc: Robert Spallina
Subject: Bernstein Estate

Do you communicate with your siblings other than Pam and Scooter? Below is an email to Robert from Jill and Lisa. In addition to being factually inaccurate, clearly indicates that they are not being kept in the loop. As a reminder, you were to obtain an appraisal from the jeweler as the one he gave you is inadequate. Also, you were to provide us with an accounting. How is that coming?

It has been over a month since we last heard any update on the Bernstein Estate, the insurance proceeds, the real estate, the law suit(s) and jewelry. It is our understanding that everything EXCEPT for the jewelry and insurance proceeds is under your jurisdiction as the Executor, so I am not clear on where that jewelry is or the appraisals I had asked for. I shared with my siblings, that once we have those appraisals I have several strong contacts that we will use to sell it, unless anyone of us wants to purchase it. We understand your Partner, Don has resigned from his duties regarding my Dad's estate. We would like to know why, so we fully understand what is going on. Please send us the sale information of the condo and where that money is going for our beneficiaries and the latest update with the insurance company and the proceeds.

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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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Sunday, April 28, 2013 5:30 PM
To: Robert Spallina; Donald Tescher
Subject: Stanford

Donald / Robert

We should discuss Stanford and Si's possible claim so that someone is monitoring status of that.

Robert > are you back in town?

Ted

Life!

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

Kimberly Moran

From: Kimberly Moran
Sent: Monday, April 08, 2013 3:59 PM
To: 'jlewin@glcpa.com'
Cc: Robert Spallina
Subject: Bernstein Family Investments, LLLP

Attachments: DOC040813.pdf



DOC040813.pdf
(152 KB)

Dear Mr. Lewin:

Attached are notices from the Internal Revenue Service with regard to Bernstein Family Investments, LLLP. Please call Mr. Spallina at your earliest convenience to discuss.

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

Internal Revenue Service
7850 S. W. 6TH COURT
STOP 5390
PLANTATION, FL 33324-3202000

Department of the Treasury

Letter Number: 3164B (DO)

Letter Date:
04/03/2013
Social Security Number or Employer Identification Number:
26-2124343
For Assistance You May Call Us At:
(954)423-7773
Person to Contact:
MR. D. WEINSTEIN
Employee Identification Number:
65-03794

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487

We are attempting to collect unpaid taxes from you. You should already be aware of this from our previous contacts with you. Generally, our practice is to deal directly with a taxpayer or a taxpayer's duly authorized representative. However, we sometimes talk with other persons, for example when we need information that the taxpayer has been unable to provide, or to verify information we have received.

We are writing to tell you that we may contact other persons. If we do contact other persons we will generally need to tell them limited information, such as your name. The law prohibits us from disclosing any more information than is necessary to obtain or verify the information we are seeking. Our need to contact other persons may continue as long as there is activity on this matter.

If you have any questions regarding this letter or wish to request a list of contacts, please do not hesitate to contact us at the telephone number listed above.

Sincerely,

MR. D. WEINSTEIN
REVENUE OFFICER

Internal Revenue Service
7850 S. W. 6TH COURT
STOP 5390
PLANTATION, FL 33324-3202000

Department of the Treasury

Date:
04/03/2013
Social Security or
Employer Identification Number
26-2124343
Person to Contact:
MR. D. WEINSTEIN
Contact Telephone Number:
(954)423-7773
Employee Identification Number:
65-03794

CERTIFIED MAIL - RETURN RECEIPT

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487

FINAL NOTICE
NOTICE OF INTENT TO LEVY AND NOTICE OF YOUR RIGHT TO A HEARING
PLEASE RESPOND IMMEDIATELY

Why We Are Sending You This Letter
Your federal tax is still unpaid. We asked you to pay the tax, but we still haven't received your payment. This letter is your notice of our intent to levy (under Internal Revenue Code (IRC) Section 6331) and your right to request an Appeals hearing (under IRC Section 6330(a)).

What You Need To Do
Please send us a full payment today to prevent additional collection action. Make your check or money order payable to "United States Treasury". Write your Social Security number or Employer Identification Number on your payment. Send your payment to us in the enclosed envelope, along with a copy of this letter. The amount you owe through 04/13/2013 is $1,183.34. Additional penalty and interest charges will be due if you pay after this date.

If you wish to request an Appeals hearing, complete the enclosed Form 12153, *Request for a Collection Due Process or Equivalent Hearing,* and send it to us within 30 days from this letter's date. You must complete, sign, and return this form to the above address within 30 days to preserve your rights to contest an Appeals' decision in the U.S. Tax Court.

Information about Interest and Penalty Charges
The unpaid amount from prior notices may include tax, penalties, and interest you still owe. It also includes any credits and payments we've received since we sent our last notice to you. Below is a brief explanation of the interest and/or failure to pay penalty that may be included in the amount you owe:

Interest - Internal Revenue Code Section 6601
We charge interest when your tax is not paid on time. Interest is computed from the due date of your return (regardless of extensions) until paid in full. Interest is also charged on penalties for late filing and failure to pay tax owed. Interest compounds daily, except on late or underpaid estimated income taxes for individuals or corporations.

Corporate Interest – We charge additional interest of 2 percent if, according to our records, you didn't make your corporate tax (income, employment, excise, etc.) payment within 30 days after we notified you of the underpayment of tax. This interest begins on the 31st day after we notify you of the underpayment of tax amounts you owe over $100,000, minus your timely payments and credits.

Paying Late - Internal Revenue Code Section 6651(a)(2), (a)(3) and (d)(1)
We charge a late penalty of ½ percent of the tax owed each month or part of a month that the tax remains unpaid from the due date, up to a maximum of 25 percent of the tax due. The ½ percent increases to 1 percent for each subsequent month or part of a month if the tax remains unpaid 10 days after we issue a notice of intent to levy.

What We Are Going To Do
We may file a Notice of Federal Tax Lien at any time to protect the government's interest. A lien is a public notice to your creditors that the government has a right to your current assets, including any assets you acquire after we file the lien.

If you don't pay the amount you owe, make alternative arrangements to pay, or request an Appeals hearing within 30 days from this letter's date, we may take collection action against your property, or rights to property, such as real estate, automobiles, business assets, bank accounts, and other income.

How To Get Help
If you have recently paid this tax or if you can't pay it, call us immediately at the telephone number shown at the top of this letter.

The enclosed Publication 594, *The IRS Collection Process,* and Publication 1660, *Collection Appeal Rights,* provide more information.

Sincerely yours,

MR. D. WEINSTEIN
REVENUE OFFICER

Enclosures:
Copy of this letter
Publication 594
Publication 1660
Form 12153

The table below shows the amount you owe:

Form Number	Tax Period	Unpaid Amount from Prior Notices	Additional Penalty	Additional Interest	Amount You Owe
1065	12/31/2011	$1,170.00	$0.00	$13.34	$1,183.34
				Total:	$1,183.34

Internal Revenue Service
7850 S. W. 6TH COURT
STOP 5390
PLANTATION, FL 33324-3202000

Department of the Treasury

Letter Date:
04/03/2013
Taxpayer Identification Number
26-2124343
IRS Employee to Contact:
MR. D. WEINSTEIN
Employee Identification Number:
65-03794
Contact Telephone Number:
(954)423-7773

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487

Although we previously sent you a notice of our intention to collect your unpaid tax through enforced collection, our records show that you still have not paid the amount you owe. Enforced collection may include placing a levy on your bank accounts, wages, receivables, commissions, etc. It could also involve seizing and selling your property, such as real estate, vehicles, or business assets.

To prevent collection action, please pay the amount you owe by 04/18/2013.

Make your check or money order payable to the United States Treasury, and write your social security number or employer identification number on it. Send your payment to us in the enclosed envelope with a copy of this letter. **The amount you owe is shown on the next page.**

If you recently paid this or if you can't pay it, call as soon as you get this letter. Our telephone number is at the top of this letter. If you disagree with our taking enforcement action, you may be able to work out another solution. Speak to the person whose name appears at the top of this letter, or ask for that person's manager. If you do not agree with the results, you may ask for appeals consideration.

The unpaid amount from prior notices may include tax, penalties, and interest you still owe. It also includes credits and payments we have received since our last notice to you.

Interest - Internal Revenue Code Section 6601
We charge interest when your tax is not paid on time. Interest is computed from the due date of your return (regardless of extensions) until paid in full or to the date of this notice. Interest is also charged on penalties assessed on your account. Interest compounds daily except on underpaid estimated taxes for individuals or corporations.

Paying Late - Internal Revenue Code Section 6651(a)(2)
We charge a penalty when your tax is not paid on time. Initially, the penalty is ½ of 1% of the unpaid tax for each month or part of a month the tax was not paid.

If you have any questions about your account or would like a further detailed explanation of the penalty and interest charges on your account, please call me at the telephone number shown at the top of the first page of this letter.

Thank you for your cooperation.

Sincerely,

MR. D. WEINSTEIN
REVENUE OFFICER

Enclosures:
Envelope

The amount you owe is:

Form Number	Tax Period	Unpaid Amount from Prior Notices	Additional Penalty	Additional Interest	AMOUNT YOU OWE
941	09/30/2011	$1,837.12	$291.80	$78.00	$2,206.92
				Total:	$2,206.92

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, March 01, 2013 9:12 AM
To: Robert Spallina
Subject: RE: Estate of Bernstein - Lot 781, St. Andrews CC

Hi Robert,

Just wanted to make sure to let you know that all accounts at St. Andrews are current.

Take care,

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, February 07, 2013 5:39 PM
To: Ted Bernstein
Subject: FW: Estate of Bernstein - Lot 781, St. Andrews CC

See attached on association fees owed

From: Warren J. Kozlow, Esq. [mailto:warrenk@wjkpa.com]
Sent: Thursday, February 07, 2013 5:35 PM
To: Robert Spallina
Cc: Neil Pollack @ St Andrews; Carolyn Feit; Gary Rosner Esq.; Alice Newman Friedman Esq.; Pat Sorensen @ St A CC
Subject: Estate of Bernstein - Lot 781, St. Andrews CC

Robert -

This confirms our telephone conversation today, wherein you advised me that you would have Mr. Bernstein's son, who is also the successor trustee to Mrs. Bernstein's trust, and therefore the owner of the Lot, pay the amounts due the POA arising after his father's death. Attached is a "Worksheet" showing that the total amounts due the POA are $3,464.85, which includes 1 hour of my time sorting out this matter today, our phone conversation, and this email. The 4th quarter 2012 and 1st quarter 2013 POA bills would have been sent to the property address, unless the POA had been advised of another mailing address.

The above amounts do not include any amounts that may be due St. Andrews Country Club, Inc. (the Club), who we do not (yet) represent in this matter. I anticipate that you or Mr. Bernstein (the son) will be hearing

from the Club (or an attorney representing the Club) in the near future regarding amounts owed to it. Alternatively, if Mr. Bernstein has previously received invoices from the Club (which I think is likely), then he can also pay those now.

Thank you for your prompt attention to this matter.

Warren

Warren J. Kozlow, Esq.
WARREN J. KOZLOW, P.A.
Heron Bay Corporate Center
5850 Coral Ridge Drive
Suite 201
Coral Springs, Florida 33076
Tel.: 954-340-2200
Fax: 954-340-2210
Email: warrenk@wjkpa.com

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, March 04, 2013 10:14 AM
To: Robert Spallina
Subject: Re: Proceeds

How is after 4 today for quick call with sibs?

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: Re: Proceeds
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: Re: Proceeds

I will reach out to you tomorrow.

Sent from my iPhone

On Mar 3, 2013, at 10:38 AM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Robert,
>
> I don't think any of us are thinking that you have taken too long. We realize what is causing delay.
>
> Regarding where proceeds are paid, we cannot put them in jeopardy. It appears unwise to us to pay them to any receptacle connected to your firm. It is tempting fate. It impossible to predict all the things Eliot could allege so it seems prudent to separate them completely. We don't see any downside to directing them to an account unrelated to your firm.
>
> It's probably a good idea to arrange a call with you and the 4 of us, Monday or Tuesday?
>
> Ted
> 561-988-8984
> tbernstein@lifeinsuranceconcepts.com
>
> On Mar 1, 2013, at 5:49 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:
>
> > We will be filing the declaratory action shortly. It needs approval from the carrier as does the judges order. There is no commingling issue and the delay rests with the missing trust and Eliot. We are almost there and Eliot is supposedly hiring

counsel for himself. As fast as everyone wants to move we will be on the courts schedule. We are almost there.

Sent from my iPhone

On Mar 1, 2013, at 1:56 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Robert?
>
> **From:** Pam Simon [mailto:pambsimon@icloud.com]
> **Sent:** Friday, March 01, 2013 11:18 AM
> **To:** Ted Bernstein
> **Cc:** Spallina Robert
> **Subject:** Re: Proceeds
>
> Theo- if Robert already has the 'form' approved by the carrier to file with the courts then why don't we just direct the proceeds to a lawyer outside of Roberts firm to avoid co-mingling. If Robert has not gotten this form, should we hire another attorney either in fla or illinois to get this done immediately. It has been nearly 6 months and there is too much at stake. What are your thoughts?
>
> On Mar 1, 2013, at 8:23 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:
>
> > פנינה
> >
> > I think this a point very well taken. We should not do anything that would have a remote chance of placing the life insurance proceeds in jeopardy. I have not received any kind of invoice from Robert's firm relating to the insurance policy or their work as estate reps. I am not sure what the billing procedure is and I agree that we should ask Robert to explain how they work so there are no misunderstandings.
> >
> > I do think we should move as soon as possible at this point. There is no reason to delay this process and we should be pressing to get into court and get the document needed to pay those proceeds.

Ted

From: Pam Simon
[mailto:pambsimon@icloud.com]
Sent: Wednesday, February 27, 2013 7:04 AM
To: Ted Bernstein
Cc: Simon David Scooter
Subject: Proceeds

Theo- I've been thinking that maybe we should use another firm on Dad's life insurance proceeds as it seems Robert may have a difficult time with Eliot and other lawsuits in the mix getting this done. Maybe if we remove it entirely from the firm and separate it, it will be less likely to get caught up in what we see is happening. I think it was said that the insurance company is waiting for a court order and Robert is working on a draft to get pre-approved from the carrier first. Then Robert would file it in palm beach and then have the proceeds paid to his trust account. Again having the funds at that firm where they are executors of some of the estates makes me nervous as the money will be at the same firm as "creditors " and trouble makers having nothing to do with the proceeds.

Also, please get a bill from Robert up to this point - he had said he wasn't charging for the insurance stuff earlier but we should know where we stand at this point. Unless you having been paying his bills all along in your course of managing this nightmare, I think we need to know.

Talk to you soon,

משלו

Pam פנינה

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, March 06, 2013 4:28 PM
To: Robert Spallina
Subject: call

Robert,

I am on call with Lisa, Jill, Pam and Scooter. It has been for the better part of 2 hours. They want me to send an email summarizing the concerns about the proceeds, the process, Eliot, etc. They are preparing it now and they will either send it to you or send it to me to. Scooter feels it should come from me since I will be the person you are representing. I am going to be in 2 meetings starting at 4. I won't be done until 7 or so. I think they are clarifying our understanding of our call today, your emails and procedure going forward.

Ted

Life!

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

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Friday, February 22, 2013 1:00 PM
To: Robert Spallina; candyb@rockitcargo.com
Cc: Donald Tescher
Subject: RE: Eliot Representation

We should have personal counsel by next week or the week after secured. Eliot

---

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, February 22, 2013 11:45 AM
To: Eliot Ivan Bernstein; candyb@rockitcargo.com
Cc: Donald Tescher
Subject: RE: Eliot Representation

Eliot – We wanted to follow-up with you on the below email to see if you have given any consideration to our proposal to meet. We kindly ask for you to reply either way. Thank you

---

From: Robert Spallina
Sent: Friday, February 15, 2013 11:43 AM
To: 'Eliot Ivan Bernstein'; 'candyb@rockitcargo.com'
Cc: Donald Tescher
Subject: RE: Eliot Representation

Eliot – We want to propose something and hope you and Candice are amenable. Don and I would like to meet with the two of you and give you the lay of the land as we see it. Don has done this for forty years and there truly is no one out there that knows this stuff better than him. Please understand that we are fair as it gets and want the best for EVERYONE. There are some issues as it relates to the house that you're living in, the insurance and mom's and dad's estates that we think we should discuss so that you can get comfortable with things and understand the interrelations. I can tell you that hiring lawyers and spending your children's money or your own will not benefit you or your children and will only cause frustration and grief for everyone. Again, Don and I are about as nice a guys as you will find in this area of practice and I think you owe it to your parents to come in and find out for yourselves who we are, what we're all about, and what needs to be done to get things distributed and let everyone go about their way. You can always go out and hire a lawyer but our doors are open and we hope that you take the opportunity to pass through them and meet us. Clean slate Eliot. I promise you we are here for you and your family as much as any of your siblings. Please advise.

Respectfully,

Robert

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: Robert Spallina
Sent: Thursday, February 14, 2013 4:10 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Eliot Representation

Eliot - Please find representation ASAP. You are a hindrance and delay to this whole process. Your mother's and father's wishes are being frivolously challenged by you for no reason and you agreed with your father during his lifetime to go along with his wishes. You are alienating your siblings in the process. You really should be ashamed of yourself.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, February 14, 2013 10:40 AM
To: 'Ted Bernstein'; Robert Spallina; 'Pamela Beth Simon'; 'JILL BERNSTEIN IANTONI'; 'Jill M. Iantoni'; 'Lisa S. Friedstein'; 'Christine P. Yates ~ Director @ Tripp Scott'
Subject: RE: Eliot Representation

Please notify me of any probate court hearings so that I may attend and any actions by the carrier, as I have not consented to anything at this point or at the last group meeting I attended. Eliot

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 14, 2013 8:33 AM
To: 'Eliot Ivan Bernstein'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: RE: Eliot Representation

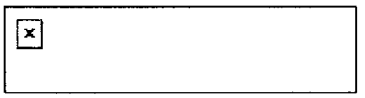
Robert,

Please move forward as we discussed in the last group phone call in which we decided to have Heritage pay your trust account or a trust that you would act as Trustee. Heritage has stated that they will pay based on a court order showing that there is consensus among the 1995 Trust beneficiaries. Let's get this done.

Ted

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, February 13, 2013 8:52 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: Eliot Representation

I will be seeking independent counsel for myself personally, as Candice and I have chosen to have Christine represent our children on the Heritage matter and perhaps other matters to avoid any conflicts. In the interim, please copy me and Christine on all correspondences involving the estates of Simon and Shirley until further notice of who my personal attorney will be. Eliot





Surf with Vision

Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. – DL

Iviewit Holdings, Inc. – DL (yes, two identically named)

Iviewit Holdings, Inc. – FL

Iviewit Technologies, Inc. – DL

Uviewit Holdings, Inc. - DL

Uview.com, Inc. – DL

Iviewit.com, Inc. – FL

Iviewit.com, Inc. – DL

I.C., Inc. – FL

Iviewit.com LLC – DL

Iviewit LLC – DL

Iviewit Corporation – FL

Iviewit, Inc. – FL

Iviewit, Inc. – DL

Iviewit Corporation

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

http://iviewit.tv/inventor/index.htm

http://iviewit.tv/wordpress

http://www.facebook.com/#!/iviewit

http://www.myspace.com/iviewit

http://iviewit.tv/wordpresseliot

http://www.youtube.com/user/eliotbernstein?feature=mhum

http://www.TheDivineConstitution.com

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video courtesy of NY Senate, my fav part at end

http://www.youtube.com/watch?v=7oHKs_crYIs

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video Handheld Camera View, my favorite version at the very end

http://youtu.be/3Q9MzqZv4lw

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @

http://www.youtube.com/watch?v=6BlK73p4Ueo

and finally latest blog

http://iviewit.tv/wordpress/?p=594

Eliot Part 1 - The Iviewit Inventions @

http://www.youtube.com/watch?v=LOn4hwemqW0

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #1
http://youtu.be/i1Ao1BYvyoQ

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #2

http://youtu.be/OaXys6bImFI

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #3

http://youtu.be/9R1PNnJVVGU

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #4

http://youtu.be/rUHCZFkro08

Eliot Bernstein Iviewit Inventor Televison Interview Dick Woelfle Network 125

http://youtu.be/WEgSXJFqrhQ

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important

http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important

http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 Very Important

https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://www.deniedpatent.com

http://exposecorruptcourts.blogspot.com

http://www.judgewatch.org/index.html

http://www.enddiscriminationnow.com

http://www.corruptcourts.org

http://www.makeourofficialsaccountable.com

http://www.parentadvocates.org

http://www.newyorkcourtcorruption.blogspot.com

http://cuomotarp.blogspot.com

http://www.disbarthefloridabar.com

http://www.trusteefraud.com/trusteefraud-blog

http://www.constitutionalguardian.com

http://www.americans4legalreform.com

http://www.judicialaccountability.org

www.electpollack.us

http://www.ruthmpollackesq.com

http://www.attorneysabovethelaw.com

http://heavensclimb.blogspot.com

http://www.VoteForGreg.us Greg Fischer

http://www.liberty-candidates.org/greg-fischer/

http://www.facebook.com/pages/Vote-For-Greg/111952178833067

http://www.killallthelawyers.ws/law (The Shakespearean Solution, The Butcher)

--

"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Whensoever the General Government assumes undelegated powers, its acts are unauthoritative, void, and of no force." -- Thomas Jefferson, The Kentucky Resolutions of 1798

"If a law is unjust, a man is not only right to disobey it, he is obligated to do so." Thomas Jefferson

"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance." - Robert F. Kennedy

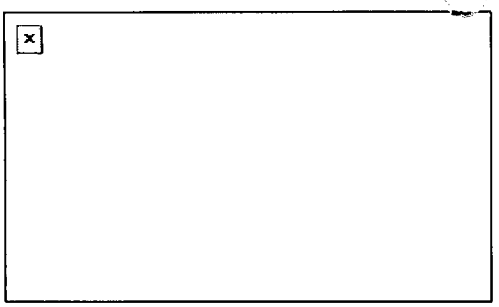
"Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!" - Patrick Henry

I live by the saying,

ELLEN G. WHITE

The greatest want of the world is the want of men, --men who will not be bought or sold; men who in their inmost souls are true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall. -Education, p. 57(1903)

If you are one of these people, nice to be your friend ~ Eliot

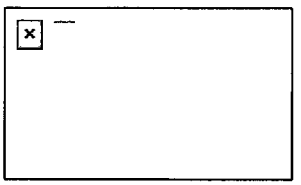


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Robert Spallina

From: Robert Spallina
Sent: Monday, February 18, 2013 5:55 PM
To: Christine Yates
Subject: Re: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Estates of Shirley Bernstein and Simon Leon Bernstein

I asked Al for it a long time ago. He sent me a copy of the trust he drafted in 2000 and the letter he sent to Si in 2000 or 2001 that he was upset with Si for not telling him that the policy was owned in the 1995 trust. Thanks anyway.

Sent from my iPhone

On Feb 18, 2013, at 4:18 PM, "Christine Yates" <cty@TrippScott.com> wrote:

> Bob, thought you would like to see this.
>
> ---
>
> **From:** Gortz, Albert [mailto:AGortz@proskauer.com]
> **Sent:** Friday, February 15, 2013 4:50 PM
> **To:** Christine Yates
> **Subject:** Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Estates of Shirley Bernstein and Simon Leon Bernstein
>
> Please see the attached.
>
> <<letter.pdf>>
>
> **Albert W. Gortz**
>
> Proskauer
> 2255 Glades Road
> Suite 421 Atrium
> Boca Raton, FL 33431-7360
> d 561.995.4700
> f 561.241.7145
> agortz@proskauer.com
>
> greenspaces
> Please consider the environment before printing this email.
>
> **********
> To ensure compliance with requirements imposed by U.S. Treasury Regulations, Proskauer Rose LLP informs you that any U.S. tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

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<letter.pdf>

Proskauer Proskauer Rose LLP 2255 Glades Road, Suite 421 Atrium Boca Raton, FL 33431-7360

February 15, 2013

Albert W. Gortz
Member of the Firm
d 561.995.4700
f 561.241.7145
agortz@proskauer.com
www.proskauer.com

Via E-mail: cty@trippscott.com

Christine P. Yates
Tripp Scott
110 Southeast Sixth Street
Fifteenth Floor
Fort Lauderdale, FL 33301

Re: Estates of Shirley Bernstein and Simon Leon Bernstein

Dear Ms. Yates:

In response to your letter of February 14, 2013, we have reviewed our files for Shirley Bernstein and Simon Bernstein and we have no records from Hopkins and Sutter including the 1995 Irrevocable Life Insurance Trust that you reference.

Very truly yours,

Albert W. Gortz

AWG/eao

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Thursday, February 14, 2013 10:40 AM
To: 'Ted Bernstein'; Robert Spallina; 'Pamela Beth Simon'; 'JILL BERNSTEIN IANTONI'; 'Jill M. Iantoni'; 'Lisa S. Friedstein'; 'Christine P. Yates ~ Director @ Tripp Scott'
Subject: RE: Eliot Representation

Please notify me of any probate court hearings so that I may attend and any actions by the carrier, as I have not consented to anything at this point or at the last group meeting I attended. Eliot

---

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 14, 2013 8:33 AM
To: 'Eliot Ivan Bernstein'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: RE: Eliot Representation

Robert,

Please move forward as we discussed in the last group phone call in which we decided to have Heritage pay your trust account or a trust that you would act as Trustee. Heritage has stated that they will pay based on a court order showing that there is consensus among the 1995 Trust beneficiaries. Let's get this done.

Ted

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, February 13, 2013 8:52 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: Eliot Representation

I will be seeking independent counsel for myself personally, as Candice and I have chosen to have Christine represent our children on the Heritage matter and perhaps other matters to avoid any conflicts. In the interim, please copy me and Christine on all correspondences involving the estates of Simon and Shirley until further notice of who my personal attorney will be. Eliot

iviewit

I VIEW IT TECHNOLOGIES, INC.
Surf with Vision

Eliot I. Bernstein

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Wednesday, February 13, 2013 8:52 AM
To: Robert Spallina; Theodore S. Bernstein; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: Eliot Representation

I will be seeking independent counsel for myself personally, as Candice and I have chosen to have Christine represent our children on the Heritage matter and perhaps other matters to avoid any conflicts. In the interim, please copy me and Christine on all correspondences involving the estates of Simon and Shirley until further notice of who my personal attorney will be. Eliot

IVIEWIT

I VIEW IT TECHNOLOGIES, INC.

Surf with Vision

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation
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
http://iviewit.tv/inventor/index.htm
http://iviewit.tv/wordpress
http://www.facebook.com/#!/iviewit
http://www.myspace.com/iviewit

Kimberly Moran

From: Peter M. Feaman [pfeaman@feamanlaw.com]
Sent: Monday, February 04, 2013 3:59 PM
Subject: Read: Estate of Simon Bernstein

Your message

To: pfeaman@feamanlaw.com
Subject:

was read on 2/4/2013 3:59 PM.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 50 2012 CP 004391 IZ XXXX SB

Deceased.

OBJECTION TO CLAIM OF WILLIAM E. STANSBURY

ROBERT L. SPALLINA and DONALD R. TESCHER, being co-personal representatives of the above estate, by and through his undersigned counsel, hereby objects to the Claim of William E. Stansbury in excess of $2.5 million dollars, filed in this proceeding.

The claimant is limited to a period of thirty (30) days from the date of service of this objection within which to bring an action on the Claim, as provided in Section 733.705 of the Florida Probate Code. *An "action" means an action separate from this probate proceeding in the appropriate court. "Service" of this Objection, if made by mail, is complete upon mailing (and the date is noted below); however, an additional five (5) days are added to the initial thirty (30) day period.*

IF YOU FAIL TO BRING SUCH AN ACTION WITHIN THE TIME STATED, NO ACTION OR PROCEEDING ON THE CLAIM MAY BE BROUGHT AGAINST THE PERSONAL REPRESENTATIVE, AND THE CLAIM IS THEREAFTER FOREVER BARRED WITHOUT ANY COURT ORDER.

I CERTIFY that a copy of this Objection to Claim was mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the Claimant at the following address: Peter M. Feaman, Esq., 3615 West Boynton Beach Blvd., Boynton Beach, FL 33436, this 4 day of February, 2013.

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
email: rspallina@tescherspallina.com

N:\WPDATA\estates\Bernstein, Simon\Pleadings\Obj to Claim - Stansbury.wpd

Bar Form No. P-3.0420
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Text Revised October 1, 1998

Robert Spallina

From: Peter M. Feaman [pfeaman@feamanlaw.com]
Sent: Wednesday, January 30, 2013 11:27 AM
To: Robert Spallina; Maryanne Koskey
Cc: swergoldj@gtlaw.com
Subject: RE: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA

We are postponing the hearing so the hearing set for tomorrow Thursday is cancelled

Peter M. Feaman

PETER M. FEAMAN, P.A.
3615 West Boynton Beach Boulevard
Boynton Beach, FL 33436
Telephone: 561-734-5552
Facsimile: 561-734-5554
www.feamanlaw.com

7900 Glades Road, Suite 330
Boca Raton, FL 33434
561-477-9000

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From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, January 30, 2013 11:19 AM
To: Maryanne Koskey
Cc: Peter M. Feaman
Subject: RE: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA

As discussed in our call yesterday, please confirm if the hearing was set for this Thursday given the ambiguity in the Notice. Thank you

From: Maryanne Koskey [mailto:mkoskey@feamanlaw.com]
Sent: Wednesday, January 23, 2013 3:01 PM
To: swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; FLService@gtlaw.com; Robert Spallina
Subject: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA

Court: In the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, FL

Case No.: 50 2012 CA 013933 MB AA

Case Name: William Stansbury v. Bernstein et al

Attachment: Notice of Hearing on Pltf's Motion for Substitution of Party

Maryanne Koskey
Legal Assistant to Peter M. Feaman
PETER M. FEAMAN, P.A.
Attorneys for William Stansbury
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561.734.5552
Fax: 561.734.5554
www.feamanlaw.com

Alexa Collevechio

From: Alexa Collevechio
Sent: Thursday, January 24, 2013 2:04 PM
To: 'Lisa Friedstein'; 'Pam Simon'; 'Jill Iantoni'; 'Ted Bernstein'; 'Christine Yates'
Cc: Robert Spallina
Subject: Simon Bernstein Insurance Policy
Attachments: DOC012413-001.pdf

Attached is a letter from Reassure America Life Insurance Company regarding Simon Bernstein's policy.

If the attachment fails to open or you have any questions, please do not hesitate to call the office.

Best Regards,

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

FAX

To: Robert Spallina
Company:
Fax: 915619977308

From: Kellie Walker
Phone:

NOTES:

Insured Simon Bernstein #1009208

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Date and time of transmission: Tuesday, January 15, 2013 11:49:30 AM

Number of pages including this cover sheet: 02

Reassure America Life
Insurance Company

J. L. McDonald, ALHC, LTCP
Vice President

12750 Merit Drive
Suite 500
Dallas, TX 75251

Telephone (972) 776-8535
Fax (260) 435-8773

January 8, 2013

Mr. Robert Spallina
Attorney at Law
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Re: Simon Bernstein, Dec's
Policy # 1009208

Dear Mr. Spallina:

This will acknowledge your letters the most recent of which is dated December 21, 2012.

In as much as the above policy provides a large death benefit in excess of $1.6 million dollars and the fact that the trust document cannot be located, we respectfully request a court order to enable us to process the claim.

Please let us know how we may assist you in this process.

Sincerely,

Jim McDonald, ALHC, LTCP
Vice President
Claims Oversight

Robert Spallina

From: Alexa Collevechio
Sent: Friday, January 04, 2013 9:45 AM
To: Robert Spallina
Subject: Debbie Carse 1-800-878-1267

Re: Simon Bernstein estate matter

Ref #- 220224221

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Friday, December 14, 2012 2:09 PM
To: 'Eliot Ivan Bernstein'
Cc: Robert Spallina; 'rachel3584@gmail.com'
Subject: RE: Electrician
Attachments: Bernstein Family Realty Appt of Manager 12-14-12.pdf; image001.jpg; image002.gif

Eliot,

I have no way of knowing if you currently have homeowner's insurance. I have copied Robert Spallina and Rachel Walker on this email to see if they have any information. The payment and paperwork for the electrical work was mailed to the vendor earlier this week.

After speaking with Mr. Spallina, Oppenheimer Trust Company has agreed to step in as Manager for Bernstein Family Realty LLC while funds are available. To that end, we have cancelled the monthly remittance to your wife's checking account and ask that you send all household bills to my attention upon receipt. Household bills include utility, phone and cable bills. You should also send us any bills for the boys medical and educational expenses. All other bills will need to be covered by you and your wife.

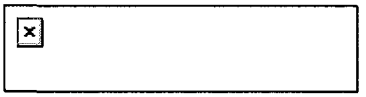
We have set up a custody account for Bernstein Family Realty LLC and I have set you up to receive statements. We will add that account to your online access when that is set up.

Please feel free to contact me with any questions.

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: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, December 14, 2012 1:33 PM
To: Craig, Janet
Subject: Electrician

Hi Janet, I spoke to Rachel who stated you were handling the electrician and electrical work order that the homeowners insurance is contingent upon and sending the paperwork and payment to them directly. I am unclear if we have homeowners insurance at the moment or if this is presenting an immediate liability for us, please let me know if we have homeowners and if not when these matters will be resolved and when the scheduled work is for to reinstate it. Just starting to work on the paperwork re the online statements and will get it over shortly. Thanks and have a great weekend ~ Eliot



Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation
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
http://iviewit.tv/inventor/index.htm
http://iviewit.tv/wordpress
http://www.facebook.com/#!/iviewit
http://www.myspace.com/iviewit
http://iviewit.tv/wordpresseliot
http://www.youtube.com/user/eliotbernstein?feature=mhum
http://www.TheDivineConstitution.com

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video courtesy of NY Senate, my fav part at end
http://youtu.be/cyeyrjH4L7s

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video Handheld Camera View, my favorite version at the very end
http://youtu.be/3Q9MzqZv4lw

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @

http://www.youtube.com/watch?v=6BIK73p4Ueo

and finally latest blog
http://iviewit.tv/wordpress/?p=594

Eliot Part 1 - The Iviewit Inventions @
http://www.youtube.com/watch?v=LOn4hwemqW0

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #1
http://youtu.be/i1Ao1BYvyoQ

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #2
http://youtu.be/OaXys6blmFI

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #3
http://youtu.be/9R1PNnJVVGU

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #4
http://youtu.be/rUHCZFkro08

Eliot Bernstein Iviewit Inventor Televison Interview Dick Woelfle Network 125
http://youtu.be/WEgSXJFqrhQ

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 Very Important
https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://www.deniedpatent.com
http://exposecorruptcourts.blogspot.com
http://www.judgewatch.org/index.html
http://www.enddiscriminationnow.com
http://www.corruptcourts.org
http://www.makeourofficialsaccountable.com
http://www.parentadvocates.org
http://www.newyorkcourtcorruption.blogspot.com
http://cuomotarp.blogspot.com
http://www.disbartheflorida bar.com
http://www.trusteefraud.com/trusteefraud-blog
http://www.constitutionalguardian.com
http://www.americans4legalreform.com
http://www.judicialaccountability.org
www.electpollack.us
http://www.ruthmpollackesq.com
http://www.attorneysabovethelaw.com
http://heavensclimb.blogspot.com
http://www.VoteForGreg.us Greg Fischer
http://www.liberty-candidates.org/greg-fischer/
http://www.facebook.com/pages/Vote-For-Greg/111952178833067
http://www.killallthelawyers.ws/law (The Shakespearean Solution, The Butcher)

--

"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Whensoever the General Government assumes undelegated powers, its acts are unauthoritative, void, and of no force." -- Thomas Jefferson, The Kentucky Resolutions of 1798

"If a law is unjust, a man is not only right to disobey it, he is obligated to do so." Thomas Jefferson

"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance." - Robert F. Kennedy

"Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!" - Patrick Henry

I live by the saying,

ELLEN G. WHITE
The greatest want of the world is the want of men, --men who will not be bought or sold; men who in their inmost souls are true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall. -Education, p. 57(1903)

If you are one of these people, nice to be your friend ~ Eliot



Eliot I. Bernstein
Iviewit Technologies, Inc.
Founder & Inventor
(561) 245-8588 Work
(561) 886-7628 Mobile
(561) 245-8644 Facsimile
iviewit@iviewit.tv
eliot@iviewit.tv
2753 N.W. 34th St.
Boca Raton, Florida 33434
http://www.iviewit.tv

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Saturday, December 15, 2012 2:07 PM
Subject: FW: Mom and Dads wallstone

FYI...sent this to Eliot.

From: Ted Bernstein
Sent: Saturday, December 15, 2012 2:04 PM
To: Eliot Bernstein (iviewit@iviewit.tv); Eliot Bernstein (iviewit@gmail.com)
Subject: FW: Mom and Dads wallstone

Eliot,

Hope all is well. Happy Chanukah and hi to Candice and the boys.

Have you or your attorney reviewed the document regarding the insurance proceeds for the Heritage policy that should be paid to 1995 ILIT?

Insurance company will soon be ready to make payment and there appears to be only one smart decision, based solely on taxes and economics. I can see absolutely no reason to subject these proceeds (whatever the net amount of the policy may be) to creditors of dad's estate.

After signing document, proceeds will be paid to 5 children in equal amounts, free of tax and safe from creditors. Any other option has the proceeds paid to his estate with the eventual outcome being nothing but downside.

Not speaking for Pam, Lisa or Jill, I do believe everyone has reached the same conclusion.

If you or your attorney would like to speak with me, feel free to give me a call. I am happy to go through this.

Can you get this done by Monday or Tuesday? If so, the agreement will need to be sent to carrier by Robert Spallina, with original signatures. The proceeds should be payable to the trust account shortly thereafter, and then I can make distributions immediately. Once I have distributed proceeds, the trust account can be closed and I can file tax return for this year only.

FYI...Robert recently told me that he has tried contacting your attorney a few times, with no luck. Let me know if you would like me to arrange a conference call with her and Robert and I am happy to do that.

Let me know. I have a lot on my plate and I would like to get this one done and off.

Ted

From: Lisa Friedstein [mailto:lisa.friedstein@gmail.com]
Sent: Tuesday, December 11, 2012 1:19 PM
To: Jill Iantoni; Simon Pam; Ted Bernstein; Eliot Bernstein Ivan
Subject: Re: Mom and Dads wallstone

Hi All,

I just got off the phone with my attorney who looked over the document, which I have not yet signed, as I had questions of my own. Her response was that the document regarding the insurance money looked straight forward and she did not see a reason not to sign it.

On a separate note, that is not related to the insurance proceeds, she did agree with Eliots request for documents.

Lisa Friedstein

On Dec 11, 2012, at 9:45 AM, Jill Iantoni <jilliantoni@gmail.com> wrote:

> Thanks for the update Ted. Is the Aprraiser appraising the jewelry as well?
>
> On Tue, Dec 11, 2012 at 8:25 AM, lisa friedstein <lisa@friedsteins.com> wrote:
>
> I am talking with the lawyer this morning...what's the date in January so I can make tickets? Sucks about the houses...dads luck...bad market!
>
> On Dec 11, 2012 8:20 AM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:
>
> Open to anything suggested.
>
> I don't think everyone has signed the insurance document yet. For those having counsel look at it, when do you expect the review will be done? I would think we want to be in a position to execute when the insurance company is ready to issue a check. I can't see any reason to delay and the life insurance issues are fairly simple and straightforward.
>
> No news on the real estate front, not much activity lately and only one low-ball offer since I lowered the price two months ago.
>
> The assets in the house will be appraised in mid January. However, the firm doing the appraisal indicated that there is not a great deal of value of the assets in each home, which does not include the remaining jewelry.
>
> Keep me posted...
>
> **From:** lisa.friedstein@gmail.com [mailto:lisa.friedstein@gmail.com] **On Behalf Of** lisa friedstein
> **Sent:** Tuesday, December 11, 2012 7:45 AM
> **To:** Pam Simon

Cc: Ted Bernstein; Eliot I Bernstein; Iantoni Jill
Subject: Re: Mom and Dads wallstone

Guys I think we can do better...look up the lyrics to Frank Sinatra " my way"...let's take our time..xo

On Dec 11, 2012 5:53 AM, "Pam Simon" <psimon@stpcorp.com> wrote:

Ok - I will get Mock up and cost from funeral home

On Dec 9, 2012, at 4:56 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Simon Leon Bernstein
> Beloved husband, father and zayda (zaida)
>
> Together forever in the middle
>
> Those work for me, a quote would be good. I do remember that the inscriptions are quite costly. Split among 5 will help some, but it adds up fast.
>
> -----Original Message-----
> From: Pam Simon [mailto:psimon@stpcorp.com]
> Sent: Saturday, December 08, 2012 5:03 PM
> To: Ted Bernstein; Eliot Bernstein Ivan; Iantoni Jill; Friedstein Lisa
> Subject: Mom and Dads wallstone
>
> We were there today and here are some ideas to finish the wall cover:
> 1. On Dads side a pic of Dad from the same era as Moms pic 2. Do we want Simon Leon Bernstein or Solomon Leon Bernstein 3. A saying on Dads side might be 'Beloved husband, father and zayda'
> 4. There may be room above the light fixture in the center to write a joint short statement such as 'Together forever'
> 5. A picture is below for reference
> Comments? Should I get a quote?

Schedule K-1 (Form 1065)

Department of the Treasury
Internal Revenue Service

2011

For calendar year 2011, or tax year beginning _____ ending _____

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0099

Part I Information About the Partnership

A Partnership's employer identification number
26-2124343

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

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PENINSULA CORP CIRCLE, STE 3010
BOCA RATON, FL 33487

C IRS Center where partnership filed return
OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
32-0234597

F Partner's name, address, city, state, and ZIP code

BERNSTEIN HOLDINGS LLC
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

G ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	1.00000%	1.0000000%
Loss	1.00000%	1.0000000%
Capital	1.00000%	1.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$
Recourse	$ 0.

L Partner's capital account analysis:

Beginning capital account	$ 9,157.
Capital contributed during the year	$
Current year increase (decrease)	$ 1,027.
Withdrawals & distributions	$( )
Ending capital account	$ 10,184.

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If "Yes", attach statement (see instructions)

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

1 Ordinary business income (loss)	0.	15 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)		16 Foreign transactions *	STMT
4 Guaranteed payments			
5 Interest income	422.		
6a Ordinary dividends	367.	17 Alternative min tax (AMT) items A	5.
6b Qualified dividends	266.	D	69.
7 Royalties	1.	*	STMT
8 Net short-term capital gain (loss)	<23.>	18 Tax-exempt income and nondeductible expenses A*	STMT
9a Net long-term capital gain (loss)	413.	B*	66.
9b Collectibles (28%) gain (loss)		19 Distributions	
9c Unrecaptured sec 1250 gain			
10 Net section 1231 gain (loss)		20 Other information A	790.
		B	7.
11 Other income (loss) F*	<30.>		
12 Section 179 deduction			
13 Other deductions J*	2.		
		K*	7.
		*	STMT
14 Self-employment earnings (loss) A	0.		

*See attached statement for additional information.

For IRS Use Only

SCHEDULE K-1 OTHER DEDUCTIONS, BOX 13

CODE		DESCRIPTION	AMOUNT
T	*	DOMESTIC PRODUCTION ACTIVITIES INFO	STMT
W	*	OTHER DEDUCTIONS	11.

* SEE ATTACHED STATEMENT FOR ADDITIONAL INFORMATION.

SCHEDULE K-1 FOREIGN TRANSACTIONS, BOX 16

CODE	DESCRIPTION	COUNTRY	AMOUNT
A	NAME OF COUNTRY OR U.S. POSSESSION	UNITED STATES	
B	GROSS INCOME FROM ALL SOURCES	UNITED STATES	1,440.
D	FOREIGN GROSS INC. SOURCED AT PARTNERSHIP LEVEL-PASSIVE CATEGORY	UNITED STATES	34.
L	TOTAL FOREIGN TAXES PAID	UNITED STATES	2.
A	NAME OF COUNTRY OR U.S. POSSESSION	UNITED STATES	
B	GROSS INCOME FROM ALL SOURCES	UNITED STATES	1,440.
A	NAME OF COUNTRY OR U.S. POSSESSION	UNITED STATES	
B	GROSS INCOME FROM ALL SOURCES	UNITED STATES	1,440.
A	NAME OF COUNTRY OR U.S. POSSESSION	CANADA	
B	GROSS INCOME FROM ALL SOURCES	CANADA	1,440.
E	FOREIGN GROSS INC. SOURCED AT PARTNERSHIP LEVEL-GENERAL CATEGORY	CANADA	4.
J	DEDS. ALLOCATED/APPORTIONED PARTNERSHIP LEVEL-GENERAL CATEGORY	CANADA	7.
A	NAME OF COUNTRY OR U.S. POSSESSION	MEXICO	
B	GROSS INCOME FROM ALL SOURCES	MEXICO	1,440.
A	NAME OF COUNTRY OR U.S. POSSESSION	OTHER COUNTRI	
B	GROSS INCOME FROM ALL SOURCES	OTHER COUNTRI	1,440.

SCHEDULE K-1 ALTERNATIVE MINIMUM TAX (AMT) ITEMS, BOX 17

CODE		DESCRIPTION	AMOUNT
E		OIL, GAS & GEOTHERMAL - DEDUCTIONS	15.
F	*	OTHER AMT ITEMS	STMT

* SEE ATTACHED STATEMENT FOR ADDITIONAL INFORMATION.

SCHEDULE K-1 OTHER INCOME, BOX 11, CODE F

DESCRIPTION	PARTNER FILING INSTRUCTIONS	AMOUNT
OTHER INCOME FROM PASSTHROUGH ENTITIES	ENTER ON APPLICABLE LINE OF YOUR RETURN	<30.>
TOTAL TO SCHEDULE K-1, BOX 11, CODE F		<30.>

SCHEDULE K-1 SECTION 59(E)(2) EXPENDITURES, BOX 13, CODE J

DESCRIPTION	PARTNER FILING INSTRUCTIONS	AMOUNT
SEC 59(E)(2) EXPENDITURES FROM PASSTHROUGH ENTITIES	SEE IRS SCH. K-1 INSTRUCTIONS	2.
TOTAL TO SCHEDULE K-1, BOX 13, CODE J		2.

SCHEDULE K-1 PORTFOLIO DEDUCTIONS SUBJECT TO THE 2% FLOOR BOX 13, CODE K

DESCRIPTION	PARTNER FILING INSTRUCTIONS	AMOUNT
MANAGEMENT FEES		7.
TOTAL TO SCHEDULE K-1, BOX 13, CODE K		7.

SCHEDULE K-1 DOMESTIC PRODUCTION ACTIVITY INFORMATION BOX 13, CODE T

DESCRIPTION	PARTNER FILING INSTRUCTIONS	AMOUNT
DOMESTIC PRODUCTION GROSS RECEIPTS	SEE FORM 8903 INSTRUCTIONS	88.
NON-DOMESTIC PRODUCTION GROSS RECEIPTS	SEE FORM 8903 INSTRUCTIONS	1,434.
DIRECTLY ALLOCATED COST OF GOODS SOLD	SEE FORM 8903 INSTRUCTIONS	44.
DIRECTLY ALLOCABLE EXPENSES	SEE FORM 8903 INSTRUCTIONS	47.
DIRECTLY ALLOCATED OTHER EXPENSES TO NON-DPGR	SEE FORM 8903 INSTRUCTIONS	26.
APPORTIONABLE OTHER EXPENSES	SEE FORM 8903 INSTRUCTIONS	31.
INTEREST EXPENSE	SEE FORM 8903 INSTRUCTIONS	6.
FORM W-2 WAGES	SEE FORM 8903 INSTRUCTIONS	4.
ASSETS ALLOCABLE TO QPA	SEE FORM 8903 INSTRUCTIONS	0.

Foreign Taxes

Name of partnership/corporation	Employer identification number
BERNSTEIN FAMILY INVESTMENTS LLLP	26-2124343

a	Name of foreign country or U.S. possession	UNITED STATES
b	Total gross income sourced at shareholder/partner level	
c	Total gross income sourced at corporate/partnership level:	
	(1) Passive category	
	(2) General category	
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
d	Deductions allocated and apportioned at shareholder/partner level:	
	(1) Interest expense	
	(2) Other	
e	Deductions allocated and apportioned at corporate/partnership level:	
	(1) Passive category	
	(2) General category	
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
f	Total foreign taxes - ☐ Paid ☐ Accrued	
g	Reduction in taxes available for credit	

Foreign Taxes

Name of partnership/corporation	Employer identification number
BERNSTEIN FAMILY INVESTMENTS LLLP	26-2124343

a	Name of foreign country or U.S. possession	CANADA
b	Total gross income sourced at shareholder/partner level	
c	Total gross income sourced at corporate/partnership level:	
	(1) Passive category	
	(2) General category	223.
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
d	Deductions allocated and apportioned at shareholder/partner level:	
	(1) Interest expense	
	(2) Other	
e	Deductions allocated and apportioned at corporate/partnership level:	
	(1) Passive category	
	(2) General category	322.
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
f	Total foreign taxes - ☐ Paid ☐ Accrued	
g	Reduction in taxes available for credit	

Foreign Taxes

Name of partnership/corporation	Employer identification number
BERNSTEIN FAMILY INVESTMENTS LLLP	26-2124343

a	Name of foreign country or U.S. possession	MEXICO
b	Total gross income sourced at shareholder/partner level	7.
c	Total gross income sourced at corporate/partnership level:	
	(1) Passive category	
	(2) General category	6.
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
d	Deductions allocated and apportioned at shareholder/partner level:	
	(1) Interest expense	
	(2) Other	
e	Deductions allocated and apportioned at corporate/partnership level:	
	(1) Passive category	
	(2) General category	
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
f	Total foreign taxes - [ ] Paid [X] Accrued	2.
g	Reduction in taxes available for credit	

Foreign Taxes

Name of partnership/corporation	Employer identification number
BERNSTEIN FAMILY INVESTMENTS LLLP	26-2124343

a	Name of foreign country or U.S. possession	OTHER COUNTRIES
b	Total gross income sourced at shareholder/partner level	25.
c	Total gross income sourced at corporate/partnership level:	
	(1) Passive category	17.
	(2) General category	
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
d	Deductions allocated and apportioned at shareholder/partner level:	
	(1) Interest expense	5.
	(2) Other	4.
e	Deductions allocated and apportioned at corporate/partnership level:	
	(1) Passive category	
	(2) General category	
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
f	Total foreign taxes - [X] Paid [ ] Accrued	1.
g	Reduction in taxes available for credit	

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, December 05, 2012 6:01 PM
To: Robert Spallina; Pam Simon
Cc: Simon David Scooter; Simon Pam
Subject: RE: Proceeds

OK Robert, we understand and I will distribute the document to each of my siblings this evening if I can get to it, otherwise tomorrow morning for sure.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, December 05, 2012 10:24 AM
To: Pam Simon
Cc: Ted Bernstein; Simon David Scooter; Simon Pam
Subject: RE: Proceeds

Eliot is represented and I can send nothing to him directly. If you all want to send it to him then by all means do so. Keep in mind that he is likely to send it to his attorney anyway. I will leave it to your discretion.

From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Wednesday, December 05, 2012 9:58 AM
To: Robert Spallina
Cc: Ted Bernstein; Simon David Scooter; Simon Pam
Subject: Re: Proceeds

Hi Robert Did you send to Eliot yet - prob a good start.

On Dec 3, 2012, at 1:35 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> Yes – but Eliot's counsel will probably hold things up
>
> **From:** Pam Simon [mailto:pambsimon@icloud.com]
> **Sent:** Monday, December 03, 2012 12:12 PM
> **To:** Robert Spallina
> **Cc:** Ted Bernstein; Simon David Scooter; Simon Pam
> **Subject:** Re: Proceeds
>
> Hi Robert - scooter will send you but can you send out for signatures? Thanks
>
> On Dec 3, 2012, at 9:48 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

Please have him send me the document for my review and copy all. I want to make sure we have an agreement among all before I speak to the carrier.

From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Sunday, December 02, 2012 7:39 AM
To: Robert Spallina
Cc: Ted Bernstein; Simon David Scooter; Simon Pam
Subject: Re: Proceeds

Hi Robert - can you call Scooter as he has a copy of the document you can circulate for signatures to release the proceeds. 312-909-0369 Thx

On Nov 19, 2012, at 12:14 PM, "David (Scooter) Simon" <dsimon@stpcorp.com> wrote:

> May be available to achieve Si's intended results through waiver and settlement agreement.
> Please have Mr. Spallina call my cell phone 312 909 0369
> On Nov 19, 2012, at 1:11 PM, "Pam Simon" <pambsimon@icloud.com> wrote:
>
> > Is the 2000 trust an irrevocable trust?
> >
> > On Nov 19, 2012, at 11:57 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:
> >
> > > We are not responding to them with the document from 2000. We discussed that and you are carved out under that document. We need to find the 1995 trust ASAP
> > >
> > > **From:** Pam Simon [mailto:pambsimon@icloud.com]
> > > **Sent:** Monday, November 19, 2012 12:56 PM
> > > **To:** Ted Bernstein
> > > **Cc:** Robert Spallina
> > > **Subject:** Re: Proceeds
> > >
> > > Pls send the executed trust document before u respond to heritage

On Nov 19, 2012, at 9:13 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:

> Highly unlikely they will use another trust - what is SOP when doc can't be found?
>
> Ted Bernstein
> 561-988-8984
>
> Sent from my Samsung Galaxy Note™
>
> -------- Original message --------
> Subject: RE: Proceeds
> From: Robert Spallina <rspallina@tescherspallina.com>
> To: Pam Simon <pambsimon@icloud.com>
> CC: RE: Proceeds
>
> Heritage responded back that they need a copy of the trust instrument.
> We do not have a copy and the only executed trust document that we have
> in which the policy is listed as an asset is the 2000 trust prepared by
> Al Gortz.
>
> -----Original Message-----

From: Pam Simon
[mailto:pambsimon@
icloud.com]
Sent: Friday,
November 16, 2012
2:35 PM
To: Robert Spallina
Cc: Bernstein Ted
Subject: Proceeds

Hi Robert - any word
on the proceeds ?
Need help? Pam

Robert Spallina

From: Robert Spallina
Sent: Monday, February 04, 2013 11:48 AM
To: 'Lisa Friedstein'
Subject: RE: still not clear

I will get it distributed to my trust account and his share will sit there until he makes a decision and signs the waiver and release. He should be ashamed of how he has conducted himself. Christine Yates should be reprimanded for her poor counsel. They have turned this into a circus. An agreement must be among all the parties that are heirs/beneficiaries. The money would escheat to the State only if a claim is not filed which is not the case.

-----Original Message-----
From: Lisa Friedstein [mailto:lisa.friedstein@gmail.com]
Sent: Monday, February 04, 2013 11:45 AM
To: Robert Spallina
Subject: still not clear

Robert,
Why do we need all five of us to sign...and if eliot decides not to sign where does the money go? i thought i heard you say "to the state"
Is that true?

Lisa Friedstein

Robert Spallina

From: Pam Simon [pambsimon@icloud.com]
Sent: Monday, February 04, 2013 11:42 AM
To: Robert Spallina
Subject: Re: policy and accounting on the premium/withdrawals from heritage life for elio

he is very ill and perhaps counsel can reason with him but i dont suspect that so we really should consider what will happen when we cant get an answer from him so that the 4 of us can proceed without him. hopefully, i am wrong. thanks

On Feb 4, 2013, at 9:38 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> I will request it. Does anyone have any ability to talk to him. If I
> were his sibling I would have blasted him by now and guilted him into
> moving forward with the plan.
>
> -----Original Message-----
> From: Pam Simon [mailto:pambsimon@icloud.com]
> Sent: Monday, February 04, 2013 11:38 AM
> To: Robert Spallina
> Subject: policy and accounting on the premium/withdrawals from
> heritage life for elio
>
> are you requesting or should we? thanks

Robert Spallina

From: Robert Spallina
Sent: Monday, February 04, 2013 11:34 AM
To: 'Christine Yates'
Subject: Your client

Christine - Your client needs to get control over his paranoia. Everything he does costs the estate more money and accomplishes nothing. My partner and I had a candid conversation with you about your client and his idiosyncrasies at the time you were engaged. He has turned this entire matter into a circus. Providing counsel to him means walking him off the ledge at certain times. This is one of those times. Please counsel him to go along with the planning that his father intended. Both Si and Shirley Bernstein are rolling around in their graves at this point.

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

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

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Robert Spallina

From: Robert Spallina
Sent: Thursday, January 24, 2013 3:58 PM
To: 'Jill Iantoni'
Subject: RE: Bernstein Estate 1/24/2013

Lisa - You need the decision to be unanimous or moving forward is not going to be possible. If money goes to the estate it is subject to creditor claims and cannot be distributed until we close the estate after creditors are paid. Any legal fees incurred by a beneficiary are their own and not the estate's fees. Stansbury is trying to substitute the estate for your father. That hearing is next week. Hope this helps

---

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, January 24, 2013 3:12 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Bernstein Estate 1/24/2013

Hi Robert,

thanks for todays call. Three questions.

One, if the 5 kids do NOT all agree that we should split the insurance proceeds amongst the 5 of us, what happens to the insurance proceeds? Can 4 out of 5 (or whatever the number is) over rule and move forward with the court hearing requesting that the insurance proceeds get paid out to the 5 children? If that is a NO, do the proceeds go directly to the estate? If the answer is the 10 grandchildren, will that be subject to creditors or would that money get paid out quickly (just as it would to the 5 of us) and avoid any potential law suit/creditors?

Two, if any of the 5 children have personal counsel representing them, are they allowed to have their bills sent to you/Estate for payment? If yes, is there a provision that the others can put in place that regulates the amount/or a provision that states it come out of their child(ren) portion of the estate?

Can you also clarify, that based on the conversation today, there is a chance that Bill S. case will be null and void and even if it is not, it is not towards Si Bernstein or his estate? Did I understand that correctly?

Thanks so much,
Jill

Christine P. Yates
Direct Dial: 954 760.4916
Email: cty@trippscott.com

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November 29, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

We wanted to take this opportunity to follow up with you regarding my November 9, 2012 correspondence. As you are aware, my firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. We would appreciate receiving copies of the following information and documents no later than December 4, 2012, in order to assist us in this matter:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;

13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements;

14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates

Christine P. Yates
For the Firm

CPY/cak
cc: Eliot Bernstein
Marc Garber

661738v1 995508.0001

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 18, 2012

VIA U.S. MAIL
Gerald Lewin, CPA
CBIZ Goldstein Lewin
1675 N Military Trail
Fifth Floor
Boca Raton, FL 33486

Re: Bernstein Tax Returns

Dear Gerry:

Enclosed are the checks representing payment for the preparation of the tax returns with regard to Simon Bernstein's estate, partnership and trusts.

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

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413 / 2670 5494

103

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 2861.25

two thousand eight hundred sixtyone & 25/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Inv# 102222

MP

⑈267084133⑈ 478015220⑈0103

CBIZ Goldstein Lewin

Estate of Simon Bernstein
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 102222
Date 11/12/2012
Client No. 4001350.0
Total Amount Due $ 4,748.19

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through October 31, 2012

Preparation of 1099's for the year ended December 31, 2011.

Accumulation and analysis of information and preparation of U.S. Individual Income Tax Return (Form 1040) for 2011 for Simon Bernstein.

	$ 2,861.25
Previous Balance	1,886.94
Amount Due	$ 4,748.19

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
2,861.25	0.00	0.00	0.00	1,886.94	4,748.19

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Simon Bernstein
Invoice No.: 102222

Client No: 4001350
Invoice Date: 11/12/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ■ F: 561.241.0071 ■ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

SHIRLEY BERNSTEIN TRUST AGREEMENT
TED BERNSTEIN, TRUSTEE
880 BERKELEY STREET
BOCA RATON, FL 33487

63-8413/2670 18978 114

DATE 12/18/2012

PAY TO THE ORDER OF CBIZ $ 2855.80

Twenty Eight Hundred Fifty Five and 80/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO SHIRLEY TRUST

Ted Bernstein

⑈ 18978 ⑈ ⑆267084131⑆ 4780188171⑈0114

CBIZ Goldstein Lewin

Shirley Bernstein Trust
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101052
Date 10/19/2012
Client No. 4001350.100
Total Amount Due $ 3,155.80

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Accumulation and analysis of information and preparation of U.S. Fiduciary Tax Return (Form 1041) for 2011.	
Various communications with Attorney Robert Spallina to discuss Estate information.	$ 2,855.80
Invoice Total	2,855.80
Optional prepaid audit and notice correspondence fee covering 2011 Fiduciary Income Tax Return(s).	300.00
	$ 3,155.80

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
3,155.80	0.00	0.00	0.00	0.00	3,155.80

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Shirley Bernstein Trust
Invoice No.: 101052

Client No: 4001350
Invoice Date: 10/19/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 □ F: 561.241.0071 □ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413 / 2670 5494 101

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 8237.60

eight thousand two hundred thirty seven & 60/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Inv# 101338

MP

⑆267084134⑆ 4780180831101

SHIRLEY BERNSTEIN TRUST AGREEMENT
TED BERNSTEIN, TRUSTEE
880 BERKELEY STREET
BOCA RATON, FL 33487

63-8413 / 2670 18978 116

DATE 12/18/2012

PAY TO THE ORDER OF CBIZ $ 8237.60

Eight Thousand Two Hundred Thirty Seven and 60/00 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

Inv# 101338

MEMO BERNSTEIN FAM INVESTMENTS

MP

⑆267084134⑆ 4780181171116

To 50%
US 50%

CBIZ Goldstein Lewin

Bernstein Family Investments, LLLP
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101338
Date 10/22/2012
Client No. 4002518.0
Total Amount Due $ 16,475.20

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Write up of cash receipts, cash disbursements, posting of general ledger and preparation of adjusting journal entries for the period ended December 31, 2011.

Preparation of cash activity reconciliation as of December 31, 2011.

Accumulation of information and preparation of Federal and State Partnership Income Tax Returns for the calendar year ended December 31, 2011.

Preparation and analysis of contributions and withdrawals for 2011.

Record loans and repayments for 2011.

Apply for Federal Identification Number for Shirley's Trust.

Prepare changes to Partner's information.

Several phone conversations with Attorney Robert Spallina and Jerry Lewin regarding changes in Partnership. $ 14,840.85

Previous Balance 1,634.35

Total Amount Due $ 16,475.20

50/50

Copy of Client Ledger Enclosed.

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
14,840.85	0.00	0.00	0.00	1,634.35	16,475.20

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Bernstein Family Investments, LLLP
Invoice No.: 101338

Client No: 4002518
Invoice Date: 10/22/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ■ F: 561.241.0071 ■ www.cbizgl.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

Manager Billing Worksheet by Engagement

Cutoff Date: 9/30/2012

4002518.0 Bernstein Family Investments, LLLP

Engagement Fee: $99,999.99

7020 Lions Head Lane

Phone: 561-988-8984

Gross WIP 14,840.85

Progress Balance: 0.00

Boca Raton,FL 33496

Net WIP 14,840.85

Engagement:

P Partner: 400 LEWIN

Bill Manager 694 MESSURI

Std Amount 0.00

Adjustment 0.00

YTD Billed 0.00

Billed

	January	February	March	April	May	June	July	August	September	October	November	December
PY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9960.90	0.00	0.00
CY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Date	*Employee*	*S/C*	*Service Description*	*Trx Description*	*Rate*	*Hours*	*Std Amt*	*Bill Amt*	*Std?*
3/9/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	Restore and print JP Morgan year end statements	163.00	0.50	81.50		
5/24/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	163.00	1.50	244.50		
6/7/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	163.00	1.50	244.50		
6/12/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U, e-mail to Diana regarding broker statements for the month of December for all entities.	163.00	2.20	358.60		
6/13/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	163.00	5.50	896.50		
6/14/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	163.00	7.00	1,141.00		
6/15/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U, finish summary of cash activity for both accounts, start to tie-out year end numbers	163.00	4.20	684.60		
6/19/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	Decembre W/U	163.00	1.10	179.30		
7/27/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	166.00	1.50	249.00		
7/31/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U; phone call w/Diana regarding accounts w/JP Morgan	166.00	4.50	747.00		
8/2/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	166.00	2.00	332.00		
8/3/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	166.00	1.00	166.00		
8/7/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U, prepare list of open items regarding deposits and withdrawals, e-mail to Diana with list.	166.00	6.50	1,079.00		
8/10/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	w/Diana going over receipts and disbursements	166.00	0.80	132.80		
8/13/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U, reconcile contributions and distributions	166.00	2.50	415.00		
8/20/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	Add additional information to Trial Balance	166.00	4.50	747.00		
8/21/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U & tax preparation	166.00	3.40	564.40		
8/23/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	Going over trial balance, broker statements and k-1's for year end	166.00	2.50	415.00		
8/25/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	Changes to trial balance, discuss w/Anthony	166.00	2.00	332.00		

CBIZ GOLDSTEIN LEWIN

Manager Billing Worksheet by Engagement

Cutoff Date: 9/30/2012

4002518.0 Bernstein Family Investments, LLLP Engagement Fee: $99,999.99

8/28/2012 DEROSA/L	2348	ACCOUNTING WRITE-U	Year end Write-up, check into how to show the K-1 for Shirley's Trust, discuss w/Anthony the necessity to set up a new trust based on the terms or the initial trust for Shirley..		166.00	4.50	747.00
9/6/2012 DEROSA/L	2348	ACCOUNTING WRITE-U	Additional changes to workpapers		166.00	1.00	166.00
9/7/2012 DEROSA/L	2348	ACCOUNTING WRITE-U	Make changes to Partner's information		166.00	0.50	83.00
9/13/2012 DEROSA/L	2348	ACCOUNTING WRITE-U	Check in workpaper files for 2010 to locate market value and cost for closest period to Shirley's death		166.00	1.00	166.00
9/15/2012 DEROSA/L	2348	ACCOUNTING WRITE-U	W/Anthony to call attorney regarding signature for all returns to be mailed		166.00	0.50	83.00
7/30/2012 DEROSA/L	2396	OTHER	Scheduling		166.00	0.10	16.60
			Subcat. Total:	WU		62.30	10,271.30
			Cat. Total:	ACCT		62.30	10,271.30
10/25/2011 MESSURI	01198	ADMINISTRATIVE			199.00	0.30	59.70
			Subcat. Total:	OTH		0.30	59.70
			Cat. Total:	OTH		0.30	59.70
8/23/2012 MESSURI	1230	TAX PREPARATION	review tb & return for difference as prepared by staff.		222.00	2.30	510.60
			Subcat. Total:	1040		2.30	510.60
9/7/2012 MESSURI	1996	OTHER	Prepare SS4 apply on line for EIN to file return for Shirleys trust		222.00	1.00	222.00
			Subcat. Total:	1041		1.00	222.00
9/4/2012 MESSURI	1303	TELEPHONE	Telepehone call to atty regarding shirley's Trust.		222.00	0.40	88.80
9/6/2012 MESSURI	1303	TELEPHONE	Telephone call with atty re shirley's trust. Discuss with Marc L		222.00	0.40	88.80
9/20/2012 MESSURI	1303	TELEPHONE	Telephone call with Jerry and atty Robert spallina		222.00	0.80	177.60
8/27/2012 RAINES	1306	SUPERVISION/REVIEW	review return and prepreview notes		391.00	1.60	625.60
9/10/2012 RAINES	1306	SUPERVISION/REVIEW	close out review notes and send to assembly		391.00	0.20	78.20
9/24/2012 LEWIN	1306	SUPERVISION/REVIEW			376.00	0.20	75.20
8/20/2012 DEROSA/L	1330	TAX PREPARATION	Start to prepare Tax Return, problems w/ACE adjustment		176.00	4.50	792.00
8/22/2012 DEROSA/L	1330	TAX PREPARATION	Check tax return against trial balance to locate difference		176.00	3.00	528.00
8/25/2012 DEROSA/L	1330	TAX PREPARATION	Finish tax return, put in for review		176.00	1.80	316.80
8/28/2012 MESSURI	1330	TAX PREPARATION	review with Linda to determine how to handle Shirley's trust pursuant to the trust Docs since she passed away in 2010.		222.00	0.50	111.00
9/7/2012 DEROSA/L	1330	TAX PREPARATION	Make changes to trial balance and Partner's interest, clear review points, reprocess returns		176.00	2.50	440.00
9/13/2012 DEROSA/L	1330	TAX PREPARATION	Make changes to return, reprocess return		176.00	1.00	176.00

CBIZ GOLDSTEIN LEWIN

Manager Billing Worksheet by Engagement

Cutoff Date: 9/30/2012

4002518.0	Bernstein Family Investments, LLLP				Engagement Fee:	$99,999.99	
4/13/2012 HERODEK	1345	EXTENSIONS	File extension	105.00	0.40	42.00	
9/10/2012 MESSURI	1354	ACCOUNTING SERVICE	w/ps	212.00	0.30	63.60	
9/24/2012 MESSURI	1354	ACCOUNTING SERVICE	telephone call with R Spallina	212.00	0.20	42.40	
9/10/2012 PERGAMENT	1397	COPY/ASSEMBLE		82.00	0.30	24.60	
9/11/2012 PERGAMENT	13E2	PROSYSTEMS		0.00	0.00	106.65	
			Subcat. Total: 1065		18.10	3,777.25	
			Cat. Total: TAX		21.40	4,509.85	
			4002518.0 *Totals:*	176.68	84.00	14,840.85	
			Total Outstanding Progress Balance:			0.00	
			Net Work In Process:			14840.85	

	0 to 30	31 to 60	61 to 90	91 to 120	121 to 180	Over 180	Total
HRS	10.30	43.40	6.10	21.50	1.90	0.80	84.00
WIP	2081.85	7814.20	1012.60	3504.50	286.50	141.20	14840.85
AR	0.00	0.00	0.00	0.00	0.00	1634.35	1634.35

Last Payment 9/18/2012 -3500.00 *YTD Receipts* -3,500.00 *YTD Adjustments* -10,490.00

Billing Code	Amount	Billing Code	Amount
Regular Bill:	14,840.85	Write Up:	
Progress Bill:		Carry Over:	
Apply Progress Bill:		Transfer*	
Write Down:		To:	
To Employee:		From:	
To Firm:			
Partner Initials			

*Should client be made a non-billable client? ☐ Yes ☐ No

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413 / 2670 5494 102

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 595.05

five hundred ninety five & 05/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Inv# 101049

⑈267084136⑈ 4780180831⑈0102

SHIRLEY BERNSTEIN TRUST AGREEMENT
TED BERNSTEIN, TRUSTEE
880 BERKELEY STREET
BOCA RATON, FL 33487

63-8413 / 2670 18978 117

DATE 12/18/2012

PAY TO THE ORDER OF CBIZ $ 595.05

Five Hundred Ninety Five and 05/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

Inv# 101049

MEMO Bernstein Holdings

⑈267084136⑈ 4780181171⑈0117

CBIZ Goldstein Lewin

Bernstein Holdings, LLC
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101049
Date 10/18/2012
Client No. 4002519.0
Total Amount Due $ 1,320.10

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Write up of cash receipts, cash disbursements, posting of general ledger and preparation of adjusting journal entries for the period ended December 31, 2011.	
Preparation of bank reconciliation.	
Accumulation of information and preparation of Federal Partnership Income Tax Returns for the calendar year ended December 31, 2011.	$ 1,190.10
Invoice Total	1,190.10
Optional prepaid audit and notice correspondence fee covering 2011 Business Year End Tax Return(s).	130.00
	$ 1,320.10

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
1,320.10	0.00	0.00	0.00	0.00	1,320.10

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Bernstein Holdings, LLC
Invoice No.: 101049

Client No: 4002519
Invoice Date: 10/18/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ▫ F: 561.241.0071 ▫ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 103

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 500.00

five hundred & NO/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO INV# 101057

⑆267084131⑆ 4780180831 0103

05

CBIZ Goldstein Lewin

Jill Iantoni Family Trust
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101057
Date 10/19/2012
Client No. 4002522.0
Total Amount Due $ 540.00

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Accumulation and analysis of information and preparation of U.S. Fiduciary Tax Return (Form 1041) for 2011.	$ 500.00
Invoice Total	500.00
Optional prepaid audit and notice correspondence fee covering 2011 Fiduciary Income Tax Return(s).	40.00
	$ 540.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
540.00	0.00	0.00	0.00	0.00	540.00

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Jill Iantoni Family Trust
Invoice No.: 101057

Client No: 4002522
Invoice Date: 10/19/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ▪ F: 561.241.0071 ▪ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 104

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 500.00

Five hundred & NO/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Inv#101055

MP

⑈267084131⑈ 4780180831⑈0104

CBIZ Goldstein Lewin

Eliot Bernstein Family Trust
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101055
Date 10/19/2012
Client No. 4002521.0
Total Amount Due $ 540.00

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Accumulation and analysis of information and preparation of U.S. Fiduciary Tax Return (Form 1041) for 2011.	$ 500.00
Invoice Total	500.00
Optional prepaid audit and notice correspondence fee covering 2011 Fiduciary Income Tax Return(s).	40.00
	$ 540.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
540.00	0.00	0.00	0.00	0.00	540.00

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Eliot Bernstein Family Trust
Invoice No.: 101055

Client No: 4002521
Invoice Date: 10/19/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ▪ F: 561.241.0071 ▪ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 105

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 500.00

Five hundred & NO/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Inv# 101054

⑈267084133⑈ 4780180833⑈0105

CBIZ Goldstein Lewin

Lisa S. Friedstein Family Trust
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101054
Date 10/19/2012
Client No. 4002520.0
Total Amount Due $ 540.00

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Accumulation and analysis of information and preparation of U.S. Fiduciary Tax Return (Form 1041) for 2011.	$ 500.00
Invoice Total	500.00
Optional prepaid audit and notice correspondence fee covering 2011 Fiduciary Income Tax Return(s).	40.00
	$ 540.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
540.00	0.00	0.00	0.00	0.00	540.00

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Lisa S. Friedstein Family Trust
Invoice No.: 101054

Client No: 4002520
Invoice Date: 10/19/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 □ F: 561.241.0071 □ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, December 06, 2012 3:11 PM
To: Robert Spallina
Subject: FW: Life Insurance - agreement

Robert > FYI...

From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Thursday, December 06, 2012 2:57 PM
To: Ted Bernstein; 'Pam Simon'; 'Jill Iantoni'
Cc: lisa.friedstein@gmail.com; iviewit@iviewit.tv
Subject: RE: Life Insurance - agreement

Thanks Ted, I and my counsel have his address and phone and stuff but he is refusing to talk to my and my children's attorneys who have already contacted him for information. Since I and the children are represented by counsel at this point he will need to deal with them regarding all these matters so I am not sure how anything can transpire while he refuses to release documents or meet with counsel, as I mentioned he told them already that he did not know me or my children first and then scheduled a meeting and cancelled and refuses to reschedule. Not sure what is up but I would be careful as Executor of any transactions that have not first gone through our counsel in any regard to any assets, etc. until these things are resolved. Let me know. eb

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@gmail.com]
Sent: Thursday, December 06, 2012 6:03 PM
To: 'Ted Bernstein'; 'Pam Simon'; 'Jill Iantoni'
Cc: lisa.friedstein@gmail.com; iviewit@iviewit.tv; Robert Spallina
Subject: RE: Life Insurance - agreement

Ted, as you know I have none of the documents, policies, trusts, etc. regarding the life policy(ies) in question. My attorneys have requested Robert to send them the documents, all of them relevant to me and my children, including the policies and trust agreements they were in etc. and it is in their hands at this point. I am waiting to hear from them but this may take several weeks or more based on Robert's refusal to talk with counsel and then some time to get our hands around the documents that we are still waiting for Robert to send since May 2011 meeting and on. Also, being a trustee of the kids trusts I would not want to make any decisions while they are represented by counsel that could interfere, as receiving the benefit directly would put me in conflict of interest with their estates as trustee I believe, again, why I hired counsel and think you should too and with fiduciary liabilities as one of the three executors of the estate you may even have another level of conflict that you should probably check with counsel regarding. Thanks, Eliot

---

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, December 06, 2012 5:50 PM
To: 'Eliot Ivan Bernstein'; 'Pam Simon'; 'Jill Iantoni'
Cc: lisa.friedstein@gmail.com; iviewit@iviewit.tv
Subject: RE: Life Insurance - agreement

Hi Eliot > probably the best thing to do is to forward the document to the counsel you retained, if you have not done so already. This should be fairly simple and straightforward for them to review. Speak to you soon...

From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Thursday, December 06, 2012 2:57 PM
To: Ted Bernstein; 'Pam Simon'; 'Jill Iantoni'
Cc: lisa.friedstein@gmail.com; iviewit@iviewit.tv
Subject: RE: Life Insurance - agreement

Thanks Ted, I and my counsel have his address and phone and stuff but he is refusing to talk to my and my children's attorneys who have already contacted him for information. Since I and the children are represented by counsel at this point he will need to deal with them regarding all these matters so I am not sure how anything can transpire while he refuses to release documents or meet with counsel, as I mentioned he told them already that he did not know me or my children first and then scheduled a meeting and cancelled and refuses to reschedule. Not sure what is up but I would be careful as Executor of any transactions that have not first gone through our counsel in any regard to any assets, etc. until these things are resolved. Let me know. eb

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, December 06, 2012 1:38 PM
To: 'Pam Simon'; Jill Iantoni
Cc: lisa.friedstein@gmail.com; iviewit@gmail.com; iviewit@iviewit.tv
Subject: RE: Life Insurance - agreement

Hi > his address is:

TESCHER & SPALLINA, P.A.
Boca Village
Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, Florida 33431

From: Pam Simon [mailto:psimon@stpcorp.com]
Sent: Thursday, December 06, 2012 10:52 AM
To: Jill Iantoni
Cc: Ted Bernstein; lisa.friedstein@gmail.com; iviewit@gmail.com; iviewit@iviewit.tv
Subject: Re: Life Insurance - agreement

Thanks theo - will email u signed one today and fed x spallina - do u have his address?

On Dec 6, 2012, at 10:00 AM, "Jill Iantoni" <jilliantoni@gmail.com> wrote:

> Great. Thanks Ted for handling this!!
>
> Jill
>
> On Thu, Dec 6, 2012 at 8:58 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:
>
> Hello,
>
> Good news; the Heritage Union Life Insurance company is ready to make payment on the policy that insured Dad. There was an exhaustive search for the original trust document from 1995, which is the beneficiary of the policy owned by Dad. Since we have not been able to locate it, the attached agreement will permit the insurance company to make payment to a Trust account that will then distribute the proceeds in equal parts to the 5 of us. Robert Spallina recommended that I distribute this document so it can be reviewed by each of you, signed and then it can be submitted to the carrier. Please sign the document where applicable. Then email to me the signature page and Fedex the original to Robert Spallina's office. Once we have all signatures, the carrier should release proceeds quickly.

TESCHER & SPALLINA, P.A.
Boca Village
Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, Florida 33431

Call me with any questions.

Ted

.....

<image001.jpg>

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

www.LifeInsuranceConcepts.com

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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Friday, December 07, 2012 11:45 AM
To: 'Diana Banks'
Cc: Robert Spallina; Sigalos, Janet
Subject: Bernstein Grandchildren Fiduciary Tax Returns

Diana,

Earlier this year I requested a copy of the K-1 for LIC Holdings. I have not yet received it.

We filed the fiduciary tax returns prior to the extension deadline expiring, but we will need to file amended returns once we receive the K-1.

Robert,

Is there any way we can get the assets re-registered to the trusts so the K-1 is mailed to us directly?

Thank you both 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

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

Robert Spallina

From: Robert Spallina
Sent: Thursday, November 15, 2012 8:13 AM
To: lisa friedstein
Subject: Re: trust document and disbursements

I don't share your concern as everyone will be signing a release as is typical when a distribution is made.

Sent from my iPhone

On Nov 15, 2012, at 8:10 AM, "lisa friedstein" <lisa@friedsteins.com> wrote:

> Robert... jeff and I never heard from you about this...could you please respond...thanks...lisa and jeff
>
> ---------- Forwarded message ----------
> From: "lisa friedstein" <lisa@friedsteins.com>
> Date: Oct 23, 2012 8:36 PM
> Subject: Re: trust document and disbursements
> To: <rspallina@tescherspallina.com>
>
> Robert,
> We do not know what the 1995 trust says but are concerned about repercussions to us and the trustee if the insurance policy is distributed equally among the children and eventually the trust is found and it states the policy should be split among 4 of the 5 children or something similar. What are your thoughts
>
> Thank you
> Lisa

Robert Spallina

From: Robert Spallina
Sent: Tuesday, November 13, 2012 10:16 AM
To: 'Pam Simon'
Cc: Bernstein Ted; Kimberly Moran
Subject: RE: Update

No need for a status call. We will follow-up on the claims later this week and report back

-----Original Message-----
From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Monday, November 12, 2012 9:05 PM
To: Robert Spallina
Cc: Bernstein Ted
Subject: Re: Update

hi robert - should we do a quick status call ? how is the insurance claim going? do you want our claims personnel to follow up? thanks pam

On Oct 19, 2012, at 5:32 AM, Pam Simon <pambsimon@me.com> wrote:

> Hi Robert - I have the ss4 on the 1995 irrevocable trust so we should be able to take care of getting the payment. If you already have the death claim package from the carrier can you overnight it to me and we will take care of the payout? If you don't have the package, can you send me an original death certificate and I will request it from the carrier?
> Also, we would like to do a family status call Tuesday at 11 am
> chicago time. Pls let us know if that works for you? Have a nice
> weekend - Pam Simon
>
> Thanks
> Pam
>
> On Oct 15, 2012, at 10:12 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:
>
>> Call me now
>>
>> -----Original Message-----
>> From: Pam Simon [mailto:pambsimon@me.com]
>> Sent: Monday, October 15, 2012 11:11 AM
>> To: Robert Spallina
>> Subject: Re: Call 10/ 16/12 Tuesday 3:30 pm Chicago time
>>
>> I have some on the trust - should only be a few minutes
>>
>> On Oct 15, 2012, at 8:36 AM, Robert Spallina
>> <rspallina@tescherspallina.com> wrote:
>>
>>> There are no updates at this time
>>>
>>> Sent from my iPhone
>>>
>>> On Oct 15, 2012, at 8:40 AM, "Pam Simon" <pambsimon@me.com> wrote:
>>>
>>>> Hi all - do you have time for status?

Robert Spallina

From: Pam Simon [pambsimon@me.com]
Sent: Tuesday, October 30, 2012 1:15 PM
To: Robert Spallina
Cc: Bernstein Ted
Subject: Re: Simon Bernstein SS-4

No but we process death claims as part of our business. Thx

On Oct 30, 2012, at 6:50 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> Are you speaking to the carrier?
>
> Sent from my iPhone
>
> On Oct 29, 2012, at 9:00 PM, "Pam Simon" <pambsimon@me.com> wrote:
>
> > They said a few more weeks as of today - however the carrier doesn't care Thx
> >
> > On Oct 29, 2012, at 3:33 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:
> >
> > > The death certificates we have say pending investigation as to cause of death. Has this been cleared up?
> > >
> > > ---
> > >
> > > **From:** Pam Simon [mailto:pambsimon@me.com]
> > > **Sent:** Monday, October 29, 2012 9:57 AM
> > > **To:** Robert Spallina; Bernstein Ted
> > > **Subject:** Re: Simon Bernstein SS-4
> > >
> > > Was the insurance claim filed yet? Do you need an original death certificate?
> > >
> > > On Oct 28, 2012, at 6:40 AM, Pam Simon <psimon@stpcorp.com> wrote:
> > >
> > > > Begin forwarded message:
> > > >
> > > > **From:** "Pam Simon" <psimon@stpcorp.com>
> > > > **Date:** October 24, 2012, 2:58:46 PM CDT
> > > > **To:** "Robert L. Spallina" <rspallina@tescherspallina.com>
> > > > **Cc:** "Ted Bernstein" <TBernstein@lifeinsuranceconcepts.

com>
Subject: Simon Bernstein SS-4

Dear Mr. Spallina,

Here is the SS-4 on the Simon Bernstein Irrevocable Insurance Trust dated 1995. The # is 65-6178916. I understand you have spoken with the Carrier and the proceeds are being paid out to the beneficiary as the Simon Bernstein Irrevocable Insurance Trust which I believe Ted Bernstein is getting the wire transfer instructions for the Carrier to send the proceeds to, as Trustee.

Thanks so much,

Pamela B. Simon

Pam Simon
STP Enterprises, Inc.
"A.L.P.S.™ (A.L.P.S.™ = Arbitrage Life Payment System)
The nation's only client-driven life insurance payment plan"
303 East Wacker Drive, Suite 210
Chicago, IL 60601
Direct: (312) 819-7474, ext. 414
Fax: (312) 819-0773
E-mail: psimon@stpcorp.com
www.stpcorp.com
This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. Confidential, proprietary or time-sensitive communications should not

be transmitted via the Internet, as there can be no assurance of actual or timely delivery, receipt and/or confidentiality.

<DOC.PDF>

TS004526

Robert Spallina

From: Pam Simon [pambsimon@me.com]
Sent: Monday, October 29, 2012 9:00 PM
To: Robert Spallina
Cc: Bernstein Ted
Subject: Re: Simon Bernstein SS-4

They said a few more weeks as of today - however the carrier doesn't care Thx

On Oct 29, 2012, at 3:33 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> The death certificates we have say pending investigation as to cause of death. Has this been cleared up?
>
> ---
>
> **From:** Pam Simon [mailto:pambsimon@me.com]
> **Sent:** Monday, October 29, 2012 9:57 AM
> **To:** Robert Spallina; Bernstein Ted
> **Subject:** Re: Simon Bernstein SS-4
>
> Was the insurance claim filed yet? Do you need an original death certificate?
>
> On Oct 28, 2012, at 6:40 AM, Pam Simon <psimon@stpcorp.com> wrote:
>
> Begin forwarded message:
>
> **From:** "Pam Simon" <psimon@stpcorp.com>
> **Date:** October 24, 2012, 2:58:46 PM CDT
> **To:** "Robert L. Spallina" <rspallina@tescherspallina.com>
> **Cc:** "Ted Bernstein" <TBernstein@lifeinsuranceconcepts.com>
> **Subject: Simon Bernstein SS-4**
>
> Dear Mr. Spallina,
>
> Here is the SS-4 on the Simon Bernstein Irrevocable Insurance Trust dated 1995. The # is 65-6178916. I understand you have spoken with the Carrier and the proceeds are being paid out to the beneficiary as the Simon Bernstein Irrevocable Insurance Trust which I believe Ted Bernstein is getting the wire transfer instructions for the Carrier to send the proceeds to, as Trustee.
>
> Thanks so much,
>
> Pamela B. Simon
>
> *Pam Simon*
> **STP Enterprises, Inc.**
> **"A.L.P.S.™ (A.L.P.S.™ = Arbitrage Life Payment System)**
> The nation's only client-driven life insurance payment plan"

303 East Wacker Drive, Suite 210
Chicago, IL 60601
Direct: (312) 819-7474, ext. 414
Fax: (312) 819-0773
E-mail: psimon@stpcorp.com
www.stpcorp.com
This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. Confidential, proprietary or time-sensitive communications should not be transmitted via the Internet, as there can be no assurance of actual or timely delivery, receipt and/or confidentiality.

<DOC.PDF>

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. 502012CA013933XXXXMB

WILLIAM E. STANSBURY,

Plaintiff,

v.

TED S. BERSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.

Defendants.
_____/

Division: AA-Kelley

MOTION FOR SUBSTITUTION OF PARTY

Plaintiff, WILLIAM E. STANSBURY ("Plaintiff"), by and through his undersigned counsel and pursuant to Rule 1.260(a) of the Florida Rules of Civil Procedure, hereby moves this Court for entry of an Order substituting the personal representative of the ESTATE OF SIMON BERNSTEIN (the "Estate") in place of SIMON BERNSTEIN (the "Decedent") as a party to this action, and in support thereof state as follows:

1. On or about July 30, 2012, Plaintiff filed the Complaint that initiated this action against the defendants named therein, including the Decedent.

2. The Decedent died on September 13, 2012. A Suggest of Death statement was served by Defendants in this action on or about September 19, 2012. The personal representative

of the Estate is now the proper party to this action, and the Decedent is no longer a proper party to this action.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY, respectfully requests (i) that this Court substitute the personal representative of the ESTATE OF SIMON BERNSTEIN in place of the Decedent as a party to this action, and (ii) such further relief as the Court deems just and equitable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 and at kdstern@gmail.com to Plaintiff's co-counsel, Kenneth D. Stern, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436, this 5th day of November, 2012.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: */s/ Peter M. Feaman*
Peter M. Feaman
Florida Bar No.: 0260347

TS004532

FPL
POWERING TODAY.
EMPOWERING TOMORROW.

November 1, 2012

ROBERT L SPALLINA
2600 WHIPERING OAKS LN
DELRAY BEACH, FL 33445

Re: Electric Service for: BERNSTEIN, SIMON
Estate Case Number: CP-12-004391
Bill Account No: 1125914323

At FPL we strive to keep billing and records up-to-date and accurate. We recently received information indicating you are the personal representative handling the estate of SIMON BERNSTEIN, Case Number CP-12-004391, Palm Beach County Florida. Please take a moment to complete the form below and indicate how you wish to handle the electric service account. Thank you for your prompt assistance.
Sincerely,

Customer Care

FPL Bill Account Number: 1125914323
Please complete and return entire letter to: FPL P.O. Box 025576 Miami, FL 33105-5576

CHOOSE ONE:

✓ Change the name on the referenced account to: Estate of Simon L. Bernstein SSN# 30-6329442
Relationship to the Deceased: estate

(Note: If you chose this option FPL will not charge an initial service charge, no billing interruption will occur and the bill account number will remain the same)

Send bills to: 7020 Lions Head Lane
Boca Raton FL 33496

OR:

_____ Close the account effective _____
(Note: Note: At least one business day advance notice is needed)

Send final bill to: _____
_____

If you know the party needing service at this address, please ask them to apply for service by contacting FPL at 1-800-226-3545.

Authorized by: _____
Telephone # _____

RE: FPL Acct No: 1125914323
Rep: ROBERT L SPALLINA
2600 WHIPERING OAKS LN
DELRAY BEACH, FL 33445

FPL
POWERING TODAY.
EMPOWERING TOMORROW.

November 1, 2012

ROBERT L SPALLINA
2600 WHIPERING OAKS LN
DELRAY BEACH, FL 33445

Re: Electric Service for: BERNSTEIN, SIMON
Estate Case Number: CP-12-004391
Bill Account No: 6696986220

At FPL we strive to keep billing and records up-to-date and accurate. We recently received information indicating you are the personal representative handling the estate of SIMON BERNSTEIN, Case Number CP-12-004391, Palm Beach County Florida. Please take a moment to complete the form below and indicate how you wish to handle the electric service account. Thank you for your prompt assistance.
Sincerely,

Customer Care

FPL Bill Account Number: 6696986220
Please complete and return entire letter to: FPL P.O. Box 025576 Miami, FL 33105-5576

CHOOSE ONE:

✓ Change the name on the referenced account to: Estate of Simon L. Bernstein SSN# 30-6329442
Relationship to the Deceased: estate

(Note: If you chose this option FPL will not charge an initial service charge, no billing interruption will occur and the bill account number will remain the same)

Send bills to: 7020 Lions Head Lane
Boca Raton FL 33496

OR:

_____ Close the account effective _____

(Note: Note: At least one business day advance notice is needed)

Send final bill to: _____

_____

If you know the party needing service at this address, please ask them to apply for service by contacting FPL at 1-800-226-3545.

Authorized by: _____
Telephone # _____

RE: FPL Acct No: 6696986220
Rep: ROBERT L SPALLINA
2600 WHIPERING OAKS LN
DELRAY BEACH, FL 33445

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

November 9, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

Our firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. In order to assist us in this matter, please provide us with copies of the following:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;
13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership,

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

Fort Lauderdale • Tallahassee

operating, or stockholders agreements;

14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/jcj
cc: Eliot Bernstein
Marc Garber

659917v2 995508.0001

Ronik Seecharan

3196 N. Federal Hwy.
Boca Raton, FL. 33431
561.395.3244
Fax: 561.392.3502

Send to: Robert Spallina	From: Carling
Attention:	Date: 10/31/12
Fax Number: 561-997-7308	Re: Eliot Bernstein (son of Simon Bernstein)

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please review
- ☐ For your information

Total pages, including cover: 5

Comments:

Hello,

The following is a bill for dental work for Eliot Bernstein. This is being submitted under Simon Bernstein's estate. If you have any questions or concerns, please call Carling at 561-395-3244. Thank you.

CONFIDENTIALITY NOTICE: This message and the document accompanying this transmission intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is **STRICTLY PROHIBITED**. If you have received this message in error, please notify the sender immediately and arrange for the return or destruction of these documents.

STATEMENT OF ACCOUNT

Dr.Ronik Seecharan
3196 N.Federal Highway
Boca Raton, FL 33431
(561) 392-5440

10-25-12
Acct#: 1589

Eliot Bernstein
27573 NW 34th St.
Boca Raton, FL 33434

DATE	PATIENT	CODE	DESCRIPTION		AMOUNT	AMOUNT DUE
PREVIOUS BALANCE						
10-20-08	Eliot	D6066	Implant Supported PFM Crown	3	1500.00	
10-20-08		D6060	Components/Abutment	3	500.00	
10-20-08		D6066	Implant Supported PFM Crown	4	1500.00	
10-20-08		D6060	Components/Abutment	4	500.00	
10-20-08		D6066	Implant Supported PFM Crown	5	1500.00	
10-20-08		D6060	Components/Abutment	5	500.00	
10-20-08		D6066	Implant Supported PFM Crown	6	1500.00	
10-20-08		D6060	Components/Abutment	6	500.00	
10-20-08		D6066	Implant Supported PFM Crown	7	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	8	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	9	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	10	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	11	1500.00	
10-20-08		D6060	Components/Abutment	11	500.00	
10-20-08		D6066	Implant Supported PFM Crown	12	1500.00	
10-20-08		D6060	Components/Abutment	12	500.00	
10-20-08		D6066	Implant Supported PFM Crown	13	1500.00	
10-20-08		D6060	Components/Abutment	13	500.00	
10-20-08		D6066	Implant Supported PFM Crown	14	1500.00	
10-20-08		D6060	Components/Abutment	14	500.00	
10-20-08		D6066	Implant Supported PFM Crown	19	1500.00	
10-20-08		D6060	Components/Abutment	19	500.00	
10-20-08		D6066	Implant Supported PFM Crown	20	1500.00	
10-20-08		D6060	Components/Abutment	20	500.00	
10-20-08		D6066	Implant Supported PFM Crown	21	1500.00	
10-20-08		D6060	Components/Abutment	21	500.00	
10-20-08		D6066	Implant Supported PFM Crown	22	1500.00	
10-20-08		D6060	Components/Abutment	22	500.00	
10-20-08		D6066	Implant Supported PFM Crown	23	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	24	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	25	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	26	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	27	1500.00	
10-20-08		D6060	Components/Abutment	27	500.00	
10-20-08		D6066	Implant Supported PFM Crown	28	1500.00	

18% Finance Charge 1.5% after 150 days, 18% APR, $9.00 Minimum

CURRENT	OVER 30	OVER 60	OVER 90	UNAPPLIED	TOTAL DUE

Thank you for your trust !

STATEMENT OF ACCOUNT

Dr.Ronik Seecharan
3196 N.Federal Highway
Boca Raton, FL 33431
(561) 392-5440

10-25-12
Acct#: 1589

Eliot Bernstein
27573 NW 34th St.
Boca Raton, FL 33434

DATE	PATIENT	CODE	DESCRIPTION		AMOUNT	AMOUNT DUE
10-20-08		D6060	Components/Abutment	28	500.00	
10-20-08		D6066	Implant Supported PFM Crown	29	1500.00	
10-20-08		D6060	Components/Abutment	29	500.00	
10-20-08		D6066	Implant Supported PFM Crown	30	1500.00	
10-20-08		D6060	Components/Abutment	30	500.00	
10-20-08		D6199	Diagnostic Stent		750.00	
10-20-08		D9940	Occlusal Guard By Report		500.00	
10-20-08		00005	Lab Fees		9000.00	
09-10-08		Payment	Applied from your $19800.00 personal check #1018		-9675.00	
10-23-08		Payment	Personal payment: Check# 310		-13581.25	
07-27-09		Payment	Personal payment: Check# 1032		-10000.00	
09-03-09		Payment	Personal payment: Check# 1033		-10000.00	
12-11-09		Payment	Personal payment: Check# 1038		-10000.00	993.75
09-28-09	Eliot	D9947	Electric Tooth Brush		150.00	150.00
01-20-10	Eliot	20010	Broken Appt.		100.00	100.00
09-09-10	Eliot	D1110	Adult Prophy		75.00	
09-09-10		D0120	Periodic Oral Eval		25.00	100.00
CURRENT ACTIVITY						
01-13-10	Eliot	06930	Repair Temps		150.00	150.00
02-10-11	Eliot	06930	Repair Temps		150.00	150.00
03-01-11	Eliot	06930	Repair Temps		150.00	150.00
04-11-11	Eliot	06930	Repair Temps		150.00	150.00
04-18-11	Eliot	06930	Repair Temps		150.00	150.00
05-03-11	Eliot	06930	Repair Temps		150.00	150.00
05-18-11	Eliot	06930	Repair Temps		150.00	150.00

18% Finance Charge 1.5% after 150 days, 18% APR, $9.00 Minimum

CURRENT	OVER 30	OVER 60	OVER 90	UNAPPLIED	TOTAL DUE

Thank you for your trust !

STATEMENT OF ACCOUNT

Dr.Ronik Seecharan
3196 N.Federal Highway
Boca Raton, FL 33431
(561) 392-5440

10-25-12
Acct#: 1589

Eliot Bernstein
27573 NW 34th St.
Boca Raton, FL 33434

DATE	PATIENT	CODE	DESCRIPTION	AMOUNT	AMOUNT DUE
06-20-11	Eliot	06930	Repair Temps	150.00	150.00
07-21-11	Eliot	06930	Repair Temps	150.00	150.00
08-08-11	Eliot	06930	Repair Temps	150.00	150.00
08-17-11	Eliot	06930	Repair Temps	150.00	150.00
08-23-11	Eliot	06930	Repair Temps	150.00	150.00
08-31-11	Eliot	06930	Repair Temps	150.00	150.00
09-08-11	Eliot	06930	Repair Temps	150.00	150.00
09-22-11	Eliot	06930	Repair Temps	150.00	150.00
12-02-11	Eliot	06930	Repair Temps	150.00	150.00
12-15-11	Eliot	06930	Repair Temps	150.00	150.00
12-22-11	Eliot	06930	Repair Temps	150.00	150.00
01-16-12	Eliot	06930	Repair Temps	150.00	150.00
06-13-12	Eliot	06930	Repair Temps	150.00	150.00
07-03-12	Eliot	06930	Repair Temps	150.00	150.00
08-30-12	Eliot	06930	Repair Temps	150.00	150.00
10-18-12	Eliot	06930	Repair Temps	150.00	150.00
10-25-12	Eliot	06930	Repair Temps	150.00	150.00
10-25-12	Eliot	00000	Candice Bernstein Balance	1252.50	1252.50

18% Finance Charge 1.5% after 150 days, 18% APR, $9.00 Minimum

CURRENT	OVER 30	OVER 60	OVER 90	UNAPPLIED	TOTAL DUE

Thank you for your trust !

STATEMENT OF ACCOUNT

Dr.Ronik Seecharan
3196 N.Federal Highway
Boca Raton, FL 33431
(561) 392-5440

10-25-12
Acct#: 1589

Eliot Bernstein
27573 NW 34th St.
Boca Raton, FL 33434

DATE	PATIENT	CODE	DESCRIPTION	AMOUNT	AMOUNT DUE
				TOTAL DUE	6196.25

Total amount due: $6196.25

18% Finance Charge 1.5% after 150 days, 18% APR, $9.00 Minimum

CURRENT	OVER 30	OVER 60	OVER 90	UNAPPLIED	TOTAL DUE
1552.50	150.00	0.00	4493.75	0.00	6196.25

Thank you for your trust !

Robert Spallina

From: Kimberly Moran
Sent: Friday, October 05, 2012 8:27 AM
To: Robert Spallina
Subject: Cary Wilson 561-703-3998

Re: Maritza Pucchio – Bernstein Estate. He said they have not heard back from the family and they are going to call the sheriff's dept to meet them at the house since she is a resident there and she would like to get her things.

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

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Monday, October 15, 2012 2:14 PM
To: Robert Spallina
Cc: Kimberly Moran
Subject: RE: Estate of Simon L. Bernstein

Importance: High

Robert,

The return is ready to go unfortunately we cannot deliver the return today and a courier may not get to you before 5pm so it can be postmarked today.

Please send someone from your office to pick up the return as soon as possible. I will leave it up from with the receptionist and tell me the name of the person picking up the return so I can properly document our files.

Please confirm.

Thanks,

Anthony

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Monday, October 15, 2012 1:51 PM
To: Messuri, Anthony
Cc: rspallina@tescherspallina.com
Subject: Estate of Simon L. Bernstein

Dear Mr. Messuri:

Attached are the Letters of Administration for the Estate of Simon L. Bernstein.

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

Kimberly Moran

From: Kimberly Moran
Sent: Monday, October 15, 2012 1:51 PM
To: 'AMessuri@cbizgl.com'
Cc: 'rspallina@tescherspallina.com'
Subject: Estate of Simon L. Bernstein
Attachments: Bernstein - Letters of Administration.pdf

Dear Mr. Messuri:

Attached are the Letters of Administration for the Estate of Simon L. Bernstein.

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

Kimberly Moran

From: Kimberly Moran
Sent: Wednesday, October 10, 2012 2:55 PM
To: 'christopher.r.prindle@jpmorgan.com'
Cc: Robert Spallina
Subject: Estate of Simon L. Bernstein
Attachments: Bernstein - Letters of Administration.pdf

Dear Chris:

Attached is a copy of the Letters of Administration for the Estate of Simon L. Bernstein. The EIN number for the Estate is 30-6329442.

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

Robert Spallina

From: Robert Spallina
Sent: Wednesday, October 10, 2012 10:45 AM
To: Alexa Collevechio; 'tbernstein@lifeinsuranceconcepts.com'
Subject: RE: e/o Simon Bernstein

Ted – let's set up a time with them ASAP. THanks

From: Alexa Collevechio
Sent: Wednesday, October 10, 2012 10:41 AM
To: tbernstein@lifeinsuranceconcepts.com
Cc: Robert Spallina
Subject: e/o Simon Bernstein

Mr. Bernstein,

Attached is a letter that was sent to Robert this morning regarding Maritza Puccio from her attorney Richard W. Springer, Esq.

If the attachment fails to open or you have any questions, please do not hesitate to call the office.

Best Regards,

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

Alexa Collevechio

From: Alexa Collevechio
Sent: Wednesday, October 10, 2012 10:41 AM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: Robert Spallina
Subject: e/o Simon Bernstein
Attachments: Springer - Maritza Puccio Ltr 10-10-2012.pdf

Mr. Bernstein,

Attached is a letter that was sent to Robert this morning regarding Maritza Puccio from her attorney Richard W. Springer, Esq.

If the attachment fails to open or you have any questions, please do not hesitate to call the office.

Best Regards,

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

LAW OFFICES
OF
RICHARD W. SPRINGER, P.A.
BOARD CERTIFIED CRIMINAL TRIAL ATTORNEY
3003 SOUTH CONGRESS AVENUE
SUITE 1A
PALM SPRINGS, FLORIDA 33461

RICHARD W. SPRINGER
CATHERINE MAZZULLO

TELEPHONE: (561)433-9500
FACSIMILE: (561)433-9522
e-mail: richardwspringer@aol.com
website: www.richardwspringer.com

October 10, 2012

VIA FACSIMILE: 561-997-7308
Robert L. Spallina, Esquire
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Simon Bernstein Trust/Maritza Puccio

Dear Robert:

Thank you for taking my phone call of October 9th and discussing the above captioned matter. Enclosed please find Ms. Puccio's list of personal property that is to be returned. We request that a time be scheduled for Ms. Puccio, accompanied by Investigator Roy Strohacker and two movers, to meet with a representative of the Trust at the residence. If there are any disputed items on the list, I do not want that to hold up our getting the personal property about which there is no dispute.

Please review the enclosed list and let me know if there are any disputed items and give me some choices as to when would be a good time for the transfer of the personal property to take place.

Very Truly Yours,

Richard W. Springer, Esquire

RWS/tb
cc: Maritza Puccio
Investigator Roy Strohacker

Maritza Puccio,

Inventory

All mail, correspondences, legal papers, checks that are either explicitly addressed to Maritza Puccio. Maritza Puccio requests copies of any such papers that either implicitly or explicitly mention Maritza Puccio.

One white bowl and one white flower vase that are in the living room near the stairs. Both are empty. All personal items in the upstairs bedroom, bathroom, and closet that is used exclusively by Maritza Puccio. These items include:

- Guitar
- Pants and jeans
- Sport pants and sweaters
- Dresses
- Shorts, skirts
- Dress sweaters
- Belts
- Scarfs
- Shoes – heals, boots, flats, sneakers
- Hats
- Bags and purses
- Gym clothes
- Sleep attire
- Socks
- Teddy Bear
- Set of yellow sheets with comforter
- Candles
- Jewelry – necklaces, bracelets
- Nail polish, makeup, lotions
- Toiletries
- Facial stuff
- Hair supplies – shampoo, gels, hair spray, color, conditioner

Maritza also requests access to her personal possessions in the downstair study / office (also known as the "cabana"). This includes:

- Desk and chair – the glass desk and corresponding chair were brought by Maritza to the residence when she moved into the house. This is the only furniture item listed on this inventory.
- Printer
- 2 decorative butterflies
- Blue radio
- Books
- Shredder
- School supplies

Lastly, Martiza wants to retrieve the following items from the Garage:

- Several plastic storage containers with books
- Mountain bike

Robert Spallina

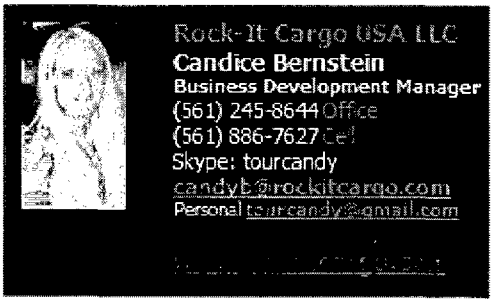
From: Robert Spallina
Sent: Wednesday, October 10, 2012 10:54 AM
To: 'Craig, Janet'
Cc: 'Farrell, Evan'
Subject: FW: Bernstein Family
Attachments: Bills for Trust.pdf; image001.jpg; image002.jpg

Janet – bills that Candice sent last week. See he email below

---

From: Candice M Bernstein [mailto:candyb@rockitcargo.com]
Sent: Tuesday, October 02, 2012 9:30 PM
To: Robert Spallina
Cc: iviewit@iviewit.tv
Subject: Bernstein Family

Hi Mr. Spallina, please find the attached bills for Eliot Bernstein Family that have been paid from the trust in the past. I would also like to inquire as to the current status of bills for Bernstein Family LLC that are instrumental for the property address at 2753 NW 34th Street, Boca Raton, FL 33434 as well as the children's school bills and other necessary living expenses. Rachel has stated she has forwarded all the bills to you for payment so that there is no interruption in our services and daily lives. Please forward a copy of all our families trust information and copies of all bills and expenses being paid as soon as possible. Thank you, Eliot and Candice Bernstein



Candice Bernstein
Business Development Manager
Rock-It Cargo USA LLC
candyb@rockitcargo.com
(561) 245.8644 (o)
(561) 886.7627 (c)

Corporate HQ - Los Angeles, California
5438 West 104th Street
Los Angeles, CA 90045
Rock It Cargo USA LLC @ **http://www.rockitcargo.com**

CONFIDENTIALITY NOTICE:
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SAINT ANDREW'S SCHOOL

August 30, 2012

Mr. and Mrs. Eliot I. Bernstein
2753 NW 34th Street
Boca Raton, FL 33434-3459

Re: Joshua
Costa Rica Trip

Dear Mr. and Mrs. Bernstein:

Due to the high cost of the Costa Rica trip, financial aid has been made available to those students currently receiving aid for tuition for the 2012/2013 academic year. Joshua has been awarded financial assistance in the amount of $139 for the Tenth Grade trip which leaves a balance due in the amount of $1,261. The balance due is payable as follows:

Payment 1 due September 7, 2012	$ 442
Payment 2 due September 30, 2012	630
Payment 3 due October 15, 2012	189
Total	$ 1,261

If you have already submitted the $500 first payment, just reduce the amount of the remaining payments due by the overage you paid on the first payment.

Please forward the payments to Nick Dorn in the Upper School office by the dates indicated above. Please indicate the student's name and that the payment is intended for the Costa Rica trip.

Also, please be advised that all payments for the trip are non-refundable. If full payment has been made and the student misses the trip due to illness, if ticketed, he or she holds a ticket that can be used for up to a year.

Sincerely,

Kathy J. Van Valkenburg
Business Manager

3900 Jog Road Boca Raton, Florida 33434 561.210.2000 Fax: 561.210.2007 www.saintandrews.net

LAX SKILLS WITH CASEY POWELL

STAY AFTER SCHOOL WITH CASEY

Location: Saint Andrew's School • 3900 Jog Road • Boca Raton, Florida

Athletic Fields • 3:20pm-4:20pm

BOYS and GIRLS Grades 1-5

3 SESSIONS FOR BEGINNERS AND ELITE

SESSION #1
October
Price: $200
October 2,4,9,11
14,16,23,25

SESSION #2
November
Price: $200
Oct. 30 Nov.1,6,8
13,15,20,27

SESSION #3
December
Price: $150
December 4,6,11,13
18,20

ALL BOYS PLAYERS MUST HAVE: STICK, PADS, HELMET, MOUTHGUARD, SNEAKERS

ALL GIRLS PLAYERS MUST HAVE: STICK, GOGGLES, MOUTHGUARD, SNEAKERS

BEGINNER BOYS & GIRLS WILL ONLY NEED A STICK AND SNEAKERS

ALL PLAYERS MUST MEET IN THE WEPRIN CENTER BETWEEN 3:00-3:15pm

ALL PLAYERS MUST BE PICKED UP AT MALNIK ATHLETIC CENTER AT 4:20pm

Mail Check and Registration to: Casey Powell Lacrosse • 3850 McIntosh Lane Boca Raton, Florida • 33434

Casey Powell Lacrosse will teach aspects of lacrosse and create a high energy atmosphere where each player will see progress. This year's after school enrichment program will be under instruction of Casey Powell and Brian Cost with Special guests Stephen Keogh (Syracuse University) and Kevin Crowley (Stony Brook University) who both are college All-Americans.

Questions? Email us: casey.powell@saintandrews.net or call 315-882-6612

www.CaseyPowellLacrosse.com

CASEY POWELL LACROSSE

TS004554

JOSH BERNSTEIN FALL LACROSSE TEAM FEES = $625

DANNY BERNSTEIN FALL LACROSSE TEAM = $625

CHECK PAYABLE TO CASEY POWELL LACROSSE TOTAL= $1250

Team 22 enters it's 2nd Fall with great enthusiasm! Our curriculum will integrate individual player development with team specific concepts that we want each player to comprehend. The training will will work to improve each player's weaknesses and build on his strengths.

Player Evaluations will be September 23rd at the Saint Andrew's School, starting at 8:00 AM.

*All Class of 2016 players will be initially placed with U15 unless they played JV during the 2012 season. Placement on U17 will be based on performance at the evaluation.

Cost

We will use the same Team 22 uniforms as the Summer program. For those who need uniforms, the cost will be $700. For those who already have uniforms, the cost will be $625. The fee will include blue game shorts, tournament fees, and practices. Travel to each event and hotels are not included.

Also, please be sure that your US Lacrosse membership is current. If you are not sure, or need to register, please click on one of the links below.

A-MACULATE CLEANING SERVICE

974 JEFFERY STREET

BOCA RATON, FL 33487

SERVICE DATES SEPT. 4TH AND 18TH

TOTAL DUE $ 195.00

Athletes Edge LAX Academy

Invites:

Danny Bernstein

To

The First Annual Invitation Only Winter/Spring Competitive Lacrosse-Training Program!

We want only the best young players in the local South Florida area!

Our Philosophy:

To teach an explosive, up-tempo attacking style of play that develops and capitalizes upon creating odd man advantages.

Our situational drills and scrimmages will demand that players use both their strong and weak hands, thus preparing them for an elite level of play. In addition to on-field training, players will receive specialized speed and agility training from *Athletes Edge* to build the explosiveness needed to create space at the highest level.

Over the years *Athletes Edge* has developed many high-level lacrosse players. Many of which have gone on to play Division-1 and Professional Lacrosse. *Athletes Edge* will be utilizing it's expertise in LAX to dedicate a full 30 minutes each session to building speed/power/explosion/strength as well as agility through LAX-specific planes of motion.

Important Information:

- ***LIMITED SPACE AVAILABLE***
- **13 Wk Program (Starts January 15th, Ends April 13th)**
- **Tuesday's and Thursday's from 5:30PM to 7:30PM; & Saturdays from 9:30AM to 11:30AM.**
- **ONLY $225!!**
- **At FAU in Boca Raton; Field TBD**
- **To register, contact:**

Joe Horter
Athletes Edge
954-406-0716 Ext. 2
Joe@AETrainingSystems.com

Powered by:

ATHLETES EDGE

Robert Spallina

From: Robert Spallina
Sent: Wednesday, October 10, 2012 10:06 AM
To: 'Craig, Janet'
Cc: 'Farrell, Evan'
Subject: FW: FACTS Payment Plan Confirmation (6300528)

Janet – looks like the payment is more than we thought. Other items to follow

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: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Wednesday, October 10, 2012 7:19 AM
To: Robert Spallina
Subject: Fwd: FACTS Payment Plan Confirmation (6300528)

Sent from my iPhone

Begin forwarded message:

> **From:** FACTS Management Company <noreply2@factsmgt.com>
> **Date:** May 22, 2012, 2:07:33 PM EDT
> **To:** <rachel3584@gmail.com>
> **Subject: FACTS Payment Plan Confirmation (6300528)**
>
> **FACTS Management Company** **Agreement #: 10157**
> ***Confirmation Notification***
> Mr. Simon Bernstein: 05/22/2
>
> Thank you for using FACTS Management Company to make your payment for Saint Andrew's School. The person responsible for payment on this agreement is Mr. Simon Bernstein.
>
> The following Additional Authorized Parties have been added to the agreement:
> Rachel Walker

The total balance due to Saint Andrew's School is $55,521.00. Details about your balance are located at the end of this notice.

Your schedule of payments is listed below. Payments will be processed automatically from your checking account with Legacy Bank until the balance is paid in full.

Date	Description	Amount
06/05/2012	Payment	$5,552.10
07/05/2012	Payment	$5,552.10
08/06/2012	Payment	$5,552.10
09/05/2012	Payment	$5,552.10
10/05/2012	Payment	$5,552.10
11/05/2012	Payment	$5,552.10
12/05/2012	Payment	$5,552.10
01/07/2013	Payment	$5,552.10
02/05/2013	Payment	$5,552.10
03/05/2013	Payment	$5,552.10

Fee Information:

A $30.00 FACTS returned payment fee will be assessed for each returned payment.

Customer Service and Online Access:

This confirmation notification is based on the terms of your original agreement. To manage your agreement information or make payments online, go to https://online.factsmgt.com. If clicking the link does not work in your email program you can copy the entire link and paste it into the address box of your browser.

Please contact customer service representatives at (866) 441-4637 with any questions. If you have questions regarding the terms of your payment plan, please contact Saint Andrew's-June Shumate/Cherry Fiske at 561-210-2038.

Sincerely,

FACTS Management Company

Balance Details

Name	Description	Amount
Daniel Bernstein	Tuition	$16,443.00
Jacob Bernstein	Tuition	$18,639.00
Joshua Bernstein	Tuition	$20,439.00

Do NOT reply to this message. Replies will not be read.

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

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ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 9, 2012

VIA U.S. MAIL
Dani Comart
JP Morgan
240 E. Palmetto Park Road
Boca Raton, FL 33432

Re: Shirley Bernstein Trust Agreement
Simon Bernstein Trust Agreement

Dear Dani:

Enclosed are the original signed Trust Certification forms for the above-referenced trusts.

Should you have any questions, please call me.

Sincerely,

ROBERT L. SPALLINA

RLS/km
Enclosures

J.P. Morgan Account Certification of Trust (For all States)

J.P.Morgan

Instructions

This Agreement and Certification of Trust (this "Certification") is for use by trustees of domestic revocable or irrevocable trusts but not for employee benefit trusts, nominees or business trusts, any trust governed under the laws of any foreign jurisdiction, or for any trust for which the beneficiaries are business organizations operating for profit such as corporations, partnerships, limited liability companies, associations or business trusts.

This Certification must be signed by all current trustees (each a "Trustee" and collectively, including cases of a trust with a single trustee, the "Trustees") of the trust described below (the "Trust"). This Certification is being given to JPMorgan Chase Bank, N.A. and its affiliates ("J.P. Morgan") to induce J.P. Morgan to open one or more accounts, credit facilities, and /or enter into transactions with or on behalf of the Trust.

This Certification is an important agreement, which will govern J.P. Morgan's relationship with the Trust and the Trustees. The Trust and each Trustee, jointly and severally, are legally responsible for the information set forth in this Certification. Each Trustee should carefully review the trust agreement and all other relevant information and, if appropriate, consult with legal counsel prior to completing and signing this Certification.

A. Trust Information

Title to Trust assets should be taken as follows:

Shirley Bernstein Trust Agreement
Name of Trust

Ted Bernstein
Name(s) of current Trustee(s)

Grantor(s)/Settlor(s) of Trust: Shirley Bernstein

State or District of Columbia whose law governs the administration of trust FL ☑ EIN# ☐ SSN# 4 6 0 2 3 5 2 1 2

Creation Date of Trust: 0 5 - 2 0 - 2 0 0 8 (m m - d d - y y y y)

Date(s) of Trust Amendment: 1 1 - 1 8 - 2 0 0 8 (m m - d d - y y y y) ; m m - d d - y y y y

Is the trust revocable? ☐ Yes* ☑ No *If Yes, the following person(s) have the power to revoke:

Print Name Print Name

Each Trustee agrees to notify J.P. Morgan immediately if the Trust becomes irrevocable.

Principal & Income: Pursuant to the trust instrument or as otherwise directed by the trustee(s), Principal & Income will be reported on a single ledger unless the dual ledger box below is checked

☐ Dual Ledger (separate Principal & Income ledgers)

Select one of the following: ☐ Declaration of trust ☑ Trust agreement ☐ Court Order

☐ Will dated: m m - d d - y y y y and admitted to probate on: m m - d d - y y y y

B. Identity of Current Trustees (addresses will be used for statements)

Trustee Name Ted Bernstein

Trustee Address 880 Berkeley Street City Boca Raton State FL Zip 33487

Trustee Name

Trustee Address City State Zip

C. Powers of Trustees

Account Opening Authority *(Check **only one** selection below. If both selections are checked, J.P. Morgan will understand that the second selection has been indicated).*

Bank Accounts and Credit Facilities Only

☑ The Trustees have the power to open and maintain bank accounts and credit facilities, including custody, deposit, and demand deposit accounts and loans and lines of credit, with a bank or other financial institution.

Bank Accounts, Discretionary and Non-Discretionary Investment Accounts, and Credit Facilities (Including Margin)

☐ The Trustees have the power to open and maintain accounts and credit facilities with a bank, broker-dealer, or other financial institution including custody, deposit, demand-deposit, discretionary investment management, and brokerage accounts, including margin, and in conjunction therewith, to purchase financial instruments on margin, to borrow with or without trust assets as security, including the power to borrow against the loan value of marginable financial instruments, and to pledge such securities as collateral.

Investment Classes *(Must be filled out for an investment account. Check all that apply)*

Investment Products

☐ The Trustees have the power to purchase and sell the following types of assets, whether publicly traded or privately placed: certificates of deposit, annuities, domestic equity securities, foreign equity securities, domestic debt securities, foreign debt securities, U.S. government securities, limited partnerships, mutual funds, foreign equities, U.S. agency securities, state and municipal securities, unit investment trusts, and physical commodities.

C. Powers of Trustees (cont.)

Derivatives

☐ The Trustees have the power to engage in the following strategies or transactions, whether listed or over-the-counter: buying or selling call options, buying or selling put options, equity swaps and forwards, foreign exchange options and forwards, interest rate derivatives, credit derivatives, commodity derivatives, foreign equity options, and any exotic form or combination of the foregoing. The power of the Trustees includes the power to borrow and to pledge trust assets as collateral to secure the Trust's obligations with respect to derivative investments, specifically including the Trust's obligations to J.P. Morgan.

Other Authority *(Check all that apply)*

☐ The Trustees have the power to sell short any of the above selected financial instruments through a margin account or otherwise.

☐ The Trustees have the power to enter into ISDA master agreements, pledge agreements and ISDA-governed confirmations.

Delegation of Authority *(Check if applicable)*

☐ The Trustees have the power to delegate authority to agents, attorneys, advisors, other co-trustees or others.

Important Note: The power of trustees to delegate authority is required for J.P. Morgan to manage an account on behalf of the trust.

If multiple Trustees are authorized to act on behalf of the Trust, check and complete as applicable. Notwithstanding the following, the Trustees acknowledge and agree that check signing and brokerage transactions (if any) may be effected by a singleTrustee. (check only one selection below)

The foregoing powers of the Trustees may be exercised upon:

☐ The signature of any one of the Trustees

☐ The signature(s) of all Trustees

☐ The signature(s) of the majority of the Trustees

☐ The signature(s) of the following Trustees: _____

_____

D. Agreement

In consideration of J.P. Morgan acting in reliance on this Certification, each Trustee, individually and on behalf of the Trust, acknowledges and agrees to the following.

(i) **Representations and Warranties**

Each Trustee, individually and on behalf of the Trust, hereby certifies each of the following:

a. The Trustee has received and reviewed this Certification and certifies that all information contained in it is complete, accurate, and true. The Trustee has received and reviewed all relevant Trust agreements and other relevant information necessary to make such certification.

b. The Trustees set forth in Section B of this Certification are all of the Trustees of the Trust.

c. The Trust empowers the Trustees to open accounts of the type set forth in Section C with J.P. Morgan on behalf of the Trust, to contract for services related to such accounts, to effect transactions for the types of investments or other real or personal property set forth in Section C of this Certification, and to sell convey, pledge, distribute, mortgage, lease or transfer title to any interest in any investment or other real or personal property to the extent set forth in Section C, without the consent or action by any person other than those Trustees set forth in this Certification. This power of the Trustees includes the power to borrow and to pledge trust assets as collateral to secure the Trust's obligations to J.P. Morgan

d. The Trust agreements and other relevant documents governing the Trust do not contain any provisions which limit the powers of the Trustees set forth on this Certification, including but not limited to limitations to the power to purchase, sell, convey pledge, distribute, mortgage, lease or transfer title to interests in any investment or other real or personal property if such powers are indicated in Section C.

e. The Trust is in full force and effect. The Trust has not been revoked, modified, terminated or amended in any manner which would cause the representations contained in this Certification to be incorrect.

(ii) Each Trustee, individually and on behalf of the Trust, agrees that J.P. Morgan is authorized by the terms of the Trust agreement and applicable law to open accounts on behalf of the Trust and to accept investment orders and other instructions from the Trustees, unless their authority is expressly limited on this Certification. If J.P. Morgan participates in any transaction contemplated in this Certification, including without limitation, the purchase, sale, conveyance, disposition, transfer, distribution, mortgage, lease, or assignment instructed by a Trustee that is not specifically identified in this Certification and Agreement as being subject to restriction on the investment or other powers of the Trustees, J.P. Morgan shall not be liable in any way by reason of failure to inquire whether such transaction exceeds or is an improper exercise of the Trustees' power or authority. Notwithstanding that J.P. Morgan may acquire or hold a copy of all or part of the instrument governing the Trust in addition to this Certification, knowledge of the terms of the Trust may not be inferred from the fact that a copy of all or part of such trust instrument is held by J.P. Morgan. It is also acknowledged and agreed that J.P. Morgan has no responsibility for, and should bear no liability in connection with, determining whether any transaction contemplated in this Certification is a prudent or reasonable exercise of a Trustee's authority.

(iii) Each Trustee, individually and on behalf of the Trust, understands and agrees that the authorization for the Trustees to open and maintain banking accounts as so indicated in Section C includes, without limitation, the power (a) to operate all banking and deposit accounts of the Trust, and related or linked credit products and any pledges related thereto; (b) to make; receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, withdrawal receipts, wire and other funds transfer instructions and deposit instruments relating to banking accounts, certificates of deposit, and time deposits; (c) to pay all sums of money, at any time or times, that may hereafter be owed upon any banking account, bill of exchange, check, draft, purchase, contract or note, endorsed, accepted, and delivered in the name of the Trust; and (d) to have free access at any time to enter, on behalf of the Trust, any safe deposit box or vault to which the Trust might have access and to remove any or all of the contents thereof.

(iv) Each Trustee, individually and on behalf of the Trust, hereby releases, indemnifies and agrees to hold harmless J.P. Morgan, its officers, agents, and employees (each, an "Indemnified Party") harmless from and against any and all direct and indirect claims, losses, judgments, suits and expenses (including reasonable attorney fees) and liabilities which may arise from such Indemnified Party's reliance on this Certification. This indemnification shall survive termination of the Trust or the termination or transfer of the relevant accounts or services and shall be binding upon all heirs, successors, or assigns.

(v) Each Trustee agrees to inform J.P. Morgan immediately by submitting an amended form of this Certification upon any amendment to the Trust or the Trust documentation, any change in the composition or contact information of the Trustees, or any other event which could materially alter this Certification. J.P. Morgan may rely on the continued validity of this Certification indefinitely, absent actual receipt of such amended form of this Certificate.

J.P. Morgan Account Certification of Trust (For all States)

J.P.Morgan

D. Agreement (cont.)

(vi) Each Trustee and the Trust agrees that the information requested in this Certification is necessary for J.P. Morgan to establish or continue a business relationship with the Trust and is being requested by J.P. Morgan in good faith in furtherance of such relationship. Further, each Trustee and the Trust acknowledge and agree that J.P. Morgan may require further information regarding the Trust not contained in this Certification, including potentially a copy of the documents governing the Trust, in order to establish or confirm the powers set forth in this Certification and that if J.P. Morgan makes a request for such information, the request shall be considered for all purposes to be made in good faith in furtherance of the relationship between J.P. Morgan and the Trust. Each Trustee and the Trust hereby irrevocably waive any right under the laws of any jurisdiction to pursue a claim that information requested in, or in connection with, this Certification has been requested in bad faith or that such information is not necessary for the purposes of establishing or continuing such business relationship.

(vii) This Certification shall be governed by the laws of the state which govern the administration of the Trust, as set forth in Section A of this Certification, without giving effect to choice of law or conflict of law provisions.

E. Signature

This Certification is being signed by all of the currently acting Trustees of the Trust and is sworn and subscribed to under penalty of perjury before a notary public.

[signature] Trustee 10/9/2012 TED BERNSTEIN

Signature (Trustee) Date Print Name

STATE OF FLORIDA, COUNTY OF PALM BEACH

I certify that Ted Bernstein, known or satisfactorily proven to me to be the individual (s) who signed the foregoing Certification, appeared before me on this 9th day of Oct, 12, and acknowledged that he/she/they executed the foregoing Certification.

[signature] 10/9/12

Signature (notary public) Date Print Name and Title

KIMBERLY MORAN MY COMMISSION EXPIRES April 28, 2016 #EE 156021 NOTARY PUBLIC, STATE OF FLORIDA Notary Public Underwriters Bonded thru

My commission expires: April 28, 2016

Signature (Trustee) Date Print Name

STATE OF _____, COUNTY OF _____

I certify that _____, known or satisfactorily proven to me to be the individual (s) who signed the foregoing Certification, appeared before me on this _____ day of _____, 20 _____, and acknowledged that he/she/they executed the foregoing Certification.

Signature (notary public) Date Print Name and Title

My commission expires: _____

J.P. Morgan Account Certification of Trust (For all States)

J.P.Morgan

Instructions

This Agreement and Certification of Trust (this "Certification") is for use by trustees of domestic revocable or irrevocable trusts but not for employee benefit trusts, nominees or business trusts, any trust governed under the laws of any foreign jurisdiction, or for any trust for which the beneficiaries are business organizations operating for profit such as corporations, partnerships, limited liability companies, associations or business trusts.

This Certification must be signed by all current trustees (each a "Trustee" and collectively, including cases of a trust with a single trustee, the "Trustees") of the trust described below (the "Trust"). This Certification is being given to JPMorgan Chase Bank, N.A. and its affiliates ("J.P. Morgan") to induce J.P. Morgan to open one or more accounts, credit facilities, and /or enter into transactions with or on behalf of the Trust.

This Certification is an important agreement, which will govern J.P. Morgan's relationship with the Trust and the Trustees. The Trust and each Trustee, jointly and severally, are legally responsible for the information set forth in this Certification. Each Trustee should carefully review the trust agreement and all other relevant information and, if appropriate, consult with legal counsel prior to completing and signing this Certification.

A. Trust Information

Title to Trust assets should be taken as follows:

Simon L. Bernstein Trust Agreement
Name of Trust

Robert L. Spallina and Donald R. Tescher, co-Trustees
Name(s) of current Trustee(s)

Grantor(s)/Settlor(s) of Trust: Simon L. Bernstein

State or District of Columbia whose law governs the administration of trust FL ☑ EIN# 30-6329441 ☐ SSN#

Creation Date of Trust: 05-20-2008 (m m d d y y y y)

Date(s) of Trust Amendment: 07-25-2012 (m m d d y y y y)

__-__-____ (m m d d y y y y)

Is the trust revocable? ☐ Yes* ☑ No *If Yes, the following person(s) have the power to revoke:

Print Name Print Name

**Each Trustee agrees to notify J.P. Morgan immediately if the Trust becomes irrevocable.*

Principal & Income: Pursuant to the trust instrument or as otherwise directed by the trustee(s), Principal & Income will be reported on a single ledger unless the dual ledger box below is checked

☐ Dual Ledger (separate Principal & Income ledgers)

Select one of the following: ☐ Declaration of trust ☑ Trust agreement ☐ Court Order

☐ Will dated: __-__-____ (m m d d y y y y) and admitted to probate on: __-__-____ (m m d d y y y y)

B. Identity of Current Trustees (addresses will be used for statements)

Trustee Name Robert L. Spallina

Trustee Address 4855 Technology Way, Suite 720 City Boca Raton State FL Zip 33431

Trustee Name Donald R. Tescher

Trustee Address 4855 Technology Way, Suite 720 City Boca Raton State FL Zip 33431

C. Powers of Trustees

Account Opening Authority *(Check **only one** selection below. If both selections are checked, J.P. Morgan will understand that the second selection has been indicated).*

Bank Accounts and Credit Facilities Only

☑ The Trustees have the power to open and maintain bank accounts and credit facilities, including custody, deposit, and demand deposit accounts and loans and lines of credit, with a bank or other financial institution.

Bank Accounts, Discretionary and Non-Discretionary Investment Accounts, and Credit Facilities (Including Margin)

☐ The Trustees have the power to open and maintain accounts and credit facilities with a bank, broker-dealer, or other financial institution including custody, deposit, demand-deposit, discretionary investment management, and brokerage accounts, including margin, and in conjunction therewith, to purchase financial instruments on margin, to borrow with or without trust assets as security, including the power to borrow against the loan value of marginable financial instruments, and to pledge such securities as collateral.

Investment Classes *(Must be filled out for an investment account. Check all that apply)*

Investment Products

☐ The Trustees have the power to purchase and sell the following types of assets, whether publicly traded or privately placed: certificates of deposit, annuities, domestic equity securities, foreign equity securities, domestic debt securities, foreign debt securities, U.S. government securities, limited partnerships, mutual funds, foreign equities, U.S. agency securities, state and municipal securities, unit investment trusts, and physical commodities.

C. Powers of Trustees (cont.)

Derivatives

☐ The Trustees have the power to engage in the following strategies or transactions, whether listed or over-the-counter: buying or selling call options, buying or selling put options, equity swaps and forwards, foreign exchange options and forwards, interest rate derivatives, credit derivatives, commodity derivatives, foreign equity options, and any exotic form or combination of the foregoing. The power of the Trustees includes the power to borrow and to pledge trust assets as collateral to secure the Trust's obligations with respect to derivative investments, specifically including the Trust's obligations to J.P. Morgan.

Other Authority *(Check all that apply)*

☐ The Trustees have the power to sell short any of the above selected financial instruments through a margin account or otherwise.

☐ The Trustees have the power to enter into ISDA master agreements, pledge agreements and ISDA-governed confirmations.

Delegation of Authority *(Check if applicable)*

☐ The Trustees have the power to delegate authority to agents, attorneys, advisors, other co-trustees or others.

Important Note: The power of trustees to delegate authority is required for J.P. Morgan to manage an account on behalf of the trust.

If multiple Trustees are authorized to act on behalf of the Trust, check and complete as applicable. Notwithstanding the following, the Trustees acknowledge and agree that check signing and brokerage transactions (if any) may be effected by a singleTrustee. (check only one selection below)

The foregoing powers of the Trustees may be exercised upon:

☑ The signature of any one of the Trustees

☐ The signature(s) of all Trustees

☐ The signature(s) of the majority of the Trustees

☐ The signature(s) of the following Trustees: _____

_____

D. Agreement

In consideration of J.P. Morgan acting in reliance on this Certification, each Trustee, individually and on behalf of the Trust, acknowledges and agrees to the following.

(i) **Representations and Warranties**

Each Trustee, individually and on behalf of the Trust, hereby certifies each of the following:

a. The Trustee has received and reviewed this Certification and certifies that all information contained in it is complete, accurate, and true. The Trustee has received and reviewed all relevant Trust agreements and other relevant information necessary to make such certification.

b. The Trustees set forth in Section B of this Certification are all of the Trustees of the Trust.

c. The Trust empowers the Trustees to open accounts of the type set forth in Section C with J.P. Morgan on behalf of the Trust, to contract for services related to such accounts, to effect transactions for the types of investments or other real or personal property set forth in Section C of this Certification, and to sell convey, pledge, distribute, mortgage, lease or transfer title to any interest in any investment or other real or personal property to the extent set forth in Section C, without the consent or action by any person other than those Trustees set forth in this Certification. This power of the Trustees includes the power to borrow and to pledge trust assets as collateral to secure the Trust's obligations to J.P. Morgan

d. The Trust agreements and other relevant documents governing the Trust do not contain any provisions which limit the powers of the Trustees set forth on this Certification, including but not limited to limitations to the power to purchase, sell, convey pledge, distribute, mortgage, lease or transfer title to interests in any investment or other real or personal property if such powers are indicated in Section C.

e. The Trust is in full force and effect. The Trust has not been revoked, modified, terminated or amended in any manner which would cause the representations contained in this Certification to be incorrect.

(ii) Each Trustee, individually and on behalf of the Trust, agrees that J.P. Morgan is authorized by the terms of the Trust agreement and applicable law to open accounts on behalf of the Trust and to accept investment orders and other instructions from the Trustees, unless their authority is expressly limited on this Certification. If J.P. Morgan participates in any transaction contemplated in this Certification, including without limitation, the purchase, sale, conveyance, disposition, transfer, distribution, mortgage, lease, or assignment instructed by a Trustee that is not specifically identified in this Certification and Agreement as being subject to restriction on the investment or other powers of the Trustees, J.P. Morgan shall not be liable in any way by reason of failure to inquire whether such transaction exceeds or is an improper exercise of the Trustees' power or authority. Notwithstanding that J.P. Morgan may acquire or hold a copy of all or part of the instrument governing the Trust in addition to this Certification, knowledge of the terms of the Trust may not be inferred from the fact that a copy of all or part of such trust instrument is held by J.P. Morgan. It is also acknowledged and agreed that J.P. Morgan has no responsibility for, and should bear no liability in connection with, determining whether any transaction contemplated in this Certification is a prudent or reasonable exercise of a Trustee's authority.

(iii) Each Trustee, individually and on behalf of the Trust, understands and agrees that the authorization for the Trustees to open and maintain banking accounts as so indicated in Section C includes, without limitation, the power (a) to operate all banking and deposit accounts of the Trust, and related or linked credit products and any pledges related thereto; (b) to make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, withdrawal receipts, wire and other funds transfer instructions and deposit instruments relating to banking accounts, certificates of deposit, and time deposits; (c) to pay all sums of money, at any time or times, that may hereafter be owed upon any banking account, bill of exchange, check, draft, purchase, contract or note, endorsed, accepted, and delivered in the name of the Trust; and (d) to have free access at any time to enter, on behalf of the Trust, any safe deposit box or vault to which the Trust might have access and to remove any or all of the contents thereof.

(iv) Each Trustee, individually and on behalf of the Trust, hereby releases, indemnifies and agrees to hold harmless J.P. Morgan, its officers, agents, and employees (each, an "Indemnified Party") harmless from and against any and all direct and indirect claims, losses, judgments, suits and expenses (including reasonable attorney fees) and liabilities which may arise from such Indemnified Party's reliance on this Certification. This indemnification shall survive termination of the Trust or the termination or transfer of the relevant accounts or services and shall be binding upon all heirs, successors, or assigns.

(v) Each Trustee agrees to inform J.P. Morgan immediately by submitting an amended form of this Certification upon any amendment to the Trust or the Trust documentation, any change in the composition or contact information of the Trustees, or any other event which could materially alter this Certification. J.P. Morgan may rely on the continued validity of this Certification indefinitely, absent actual receipt of such amended form of this Certificate.

D. Agreement (cont.)

(vi) Each Trustee and the Trust agrees that the information requested in this Certification is necessary for J.P. Morgan to establish or continue a business relationship with the Trust and is being requested by J.P. Morgan in good faith in furtherance of such relationship. Further, each Trustee and the Trust acknowledge and agree that J.P. Morgan may require further information regarding the Trust not contained in this Certification, including potentially a copy of the documents governing the Trust, in order to establish or confirm the powers set forth in this Certification and that if J.P. Morgan makes a request for such information, the request shall be considered for all purposes to be made in good faith in furtherance of the relationship between J.P. Morgan and the Trust. Each Trustee and the Trust hereby irrevocably waive any right under the laws of any jurisdiction to pursue a claim that information requested in, or in connection with, this Certification has been requested in bad faith or that such information is not necessary for the purposes of establishing or continuing such business relationship.

(vii) This Certification shall be governed by the laws of the state which govern the administration of the Trust, as set forth in Section A of this Certification, without giving effect to choice of law or conflict of law provisions.

E. Signature

This Certification is being signed by all of the currently acting Trustees of the Trust and is sworn and subscribed to under penalty of perjury before a notary public.

10/9/12 Robert L. Spallina

Signature (Trustee) Date Print Name

STATE OF FLORIDA, COUNTY OF PALM BEACH

I certify that Robert L. Spallina, known or satisfactorily proven to me to be the individual (s) who signed the foregoing Certification, appeared before me on this 9 day of October, 20 12, and acknowledged that he/she/they executed the foregoing Certification.

Kimberly Moran 10/9/12

Signature (notary public) Date Print Name and Title

My commission expires: April 28, 2016

KIMBERLY MORAN MY COMMISSION EXPIRES April 28, 2016 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

10/9/2012 Donald R. Tescher

Signature (Trustee) Date Print Name

STATE OF FLORIDA, COUNTY OF PALM BEACH

I certify that Donald R. Tescher, known or satisfactorily proven to me to be the individual (s) who signed the foregoing Certification, appeared before me on this 9 day of October, 20 12, and acknowledged that he/she/they executed the foregoing Certification.

Kimberly Moran 10/9/2012

Signature (notary public) Date Print Name and Title

My commission expires: April 28, 2012

KIMBERLY MORAN MY COMMISSION EXPIRES April 28, 2016 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Summary of J.P. Morgan Account Certification of Trust Form Sections

J.P.Morgan

Below is a summary, by section, of key information required on the Certification of Trust Form ("Certification"). Each Trustee should carefully review the Trust Instrument and all other relevant information and, if appropriate, consult with legal counsel prior to completing and signing the Certification. The Certification should be completed to accommodate existing and new account requests.

Section A. Trust Information

This section identifies core information regarding the Trust Instrument. It assists J.P. Morgan with proper titling and set up of the account(s).

- The Title to Trust assets should be taken as follows field = Name of the Trust should be listed followed by the names of all current trustees.
- Governing Law = the state (or District of Columbia) whose law governs the administration of the trust.
- Grantor(s)/Settlor(s) of the trust = Trustor, Donor or one who created the trust.

Section B. Identity of Current Trustees

This section identifies the current trustees and the addresses to be used for the account statements.

- Provide all current trustee names and contact information. If a change of trustees occurs, a new Certification must be provided. If there are more than two trustees, an additional trustee and signature page will be required. Addresses listed under each trustee will be used for statements.

Section C. Powers of Trustees

This section outlines the financial powers allowed under the Trust Instrument. It helps to identify if the products and accounts selected are permitted to be maintained under the trust.

Account Opening Authority

- **Bank Accounts and Credit Facilities Only** – This should be selected if, pursuant to the Trust Instrument, you request and have authority to maintain Deposit (i.e., Demand Deposit Account, Money Market Deposit Account, and CDs), Custody, and Credit Facilities.
- **Bank Accounts, Discretionary and Non-Discretionary Investment Accounts, and Credit Facilities (Including Margin)** This should be selected if, pursuant to the Trust Instrument, you request and have authority to maintain Brokerage, Margin, and Investment Management accounts in addition to Deposit (i.e., Demand Deposit Account, Money Market Deposit Account, CDs), Custody, and Credit Facilities.

Investment Classes

- **Investment Products – This authority is required and the box must be selected** for an Investment Account (i.e. Brokerage, Investment Management, and Margin.)
- **Derivatives** - Also, this authority is required and the box must be selected for Derivatives Trading.

Other Authority

These authorities provide further detail to support the opening of a Margin account or other credit facility or investing in derivatives instruments that are documented by entering into a standard form of master agreement published by the International Swaps and Derivatives Association.

Delegation of Authority

This box must be selected for an Investment Management account with J.P. Morgan and/or if you would like to delegate any authority to another individual (e.g., advisor, agent, attorney, and trustee).

Section D. Agreement

This section provides for the representations and warranties to which each Trustee, individually and on behalf of the trust agrees.

Details the terms which J.P. Morgan is relying on upon acceptance of the executed Certification of Trust.

Section E. Signature

All current trustees are required to sign and date the form. Notarization of each signature is required.

- Signatures of Trustees – All current trustees must sign and date this Certification of Trust. If there are more than two current trustees, an additional trustee and signature page will be required.
- Notarization – Notarization of all current trustees' signatures by a notary public is required.

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, October 09, 2012 2:59 PM
To: 'Comart, Dani M'
Cc: Robert Spallina
Subject: RE: re: Bernstein Estate Account
Attachments: Trust Certification - Shirley Bernstein Trust Agreement.pdf; Trust Certification - Simon L. Bernstein Trust Agreement.pdf

Hi Dani –

Attached are copies of the Trust Certifications for the Simon L. Bernstein Trust Agreement and the Shirley Bernstein Trust Agreement. The originals will follow via regular U.S. Mail.

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

From: Comart, Dani M [mailto:dani.m.comart@jpmorgan.com]
Sent: Tuesday, October 09, 2012 2:32 PM
To: Kimberly Moran
Subject: RE: re: Bernstein Estate Account

Copies work and if you could follow with mailing originals that would be fine.

Regards,
Dani

Dani Comart | Private Bank | **J.P. Morgan** | 561.995.5057 | Dani.M.Comart@JPMorgan.com | jpmorgan.com

---

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Tuesday, October 09, 2012 2:17 PM
To: Comart, Dani M
Subject: RE: re: Bernstein Estate Account

Do you need the original signed Trust Certifications, or will copies work?

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: Comart, Dani M [mailto:dani.m.comart@jpmorgan.com]
Sent: Tuesday, October 09, 2012 11:37 AM
To: Kimberly Moran
Cc: Prindle, Christopher R; Protokowicz, Karen X
Subject: RE: re: Bernstein Estate Account

Hi Kimberly,

Thank you for the update.

I have copied my partners to let them know.

Regards,
Dani

Dani Comart | Private Bank | **J.P. Morgan** | 561.995.5057 | Dani.M.Comart@JPMorgan.com | jpmorgan.com

---

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Tuesday, October 09, 2012 11:34 AM
To: Comart, Dani M
Subject: RE: re: Bernstein Estate Account

Hi Dani – I left a message for you earlier today. I wanted to let you know I am working on the trust certifications and will try to get them to you by tomorrow morning.

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

From: Comart, Dani M [mailto:dani.m.comart@jpmorgan.com]
Sent: Tuesday, October 09, 2012 10:24 AM
To: Kimberly Moran
Cc: Prindle, Christopher R; Protokowicz, Karen X
Subject: RE: re: Bernstein Estate Account

Good morning Kimberly,

Do you know when the trust certifications will be ready so that we can proceed in opening the accounts?

Please let us know if you have any questions.

Regards,
Dani

Dani Comart | Private Bank | **J.P. Morgan** | 561.995.5057 | Dani.M.Comart@JPMorgan.com | jpmorgan.com

From: Comart, Dani M
Sent: Thursday, October 04, 2012 5:41 PM
To: 'kmoran@techerspallina.com'
Cc: Prindle, Christopher R; Protokowicz, Karen X
Subject: re: Bernstein Estate Account

Dear Kimberly,

Chris asked me to follow up with you regarding opening the trust accounts.

I have been coordinating with our account opening team.

If you could please have the attached trust certifications completed and notarized and sent back to Karen and me, we can move forward with pre-filling account opening documents to be signed.

I will be out of the office tomorrow, but if you have any questions, please feel free to contact Karen directly at (561) 838-4674.

Regards,
Dani

Dani Comart | Private Bank | **J.P. Morgan** | 561.995.5057 | Dani.M.Comart@JPMorgan.com | jpmorgan.com

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Robert Spallina

From: swergoldj@gtlaw.com
Sent: Tuesday, October 09, 2012 3:19 PM
To: Robert Spallina; TBernstein@lifeinsuranceconcepts.com
Subject: Cambridge/Shapiro
Attachments: 108930225_1.DOC

Please see attached - corrected to reflect the estate as the party to the release.

If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information. Pursuant to IRS Circular 230, any tax advice in this email may not be used to avoid tax penalties or to promote, market or recommend any matter herein.

Robert Spallina 11187.006

From: Diana [dianapbanks@aol.com]
Sent: Monday, October 08, 2012 7:03 PM
To: Robert Spallina
Subject: Re: RE:

Thank you.

Sent from my iPhone

On Oct 8, 2012, at 3:30 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

> I did speak with him about it. We have no funding for the estate yet. I will let you know when we do
>
> **From:** dianapbanks@aol.com [mailto:dianapbanks@aol.com]
> **Sent:** Monday, October 08, 2012 9:29 AM
> **To:** Robert Spallina; Kimberly Moran
> **Subject:** Re:
>
> Good Morning Robert, where you able to reach Ted regarding the severance check? Thanks
>
> **Diana**
>
> -----Original Message-----
> From: dianapbanks <dianapbanks@aol.com>
> To: rspallina <rspallina@tescherspallina.com>; kmoran <kmoran@tescherspallina.com>
> Sent: Mon, Oct 1, 2012 3:45 pm
>
> Hi Robert,
>
> Ted mentioned that I would be receiving a severance check from Si's estate. I feel so uncomfortable asking but when do you think I will be receiving it? Thanks and hope you are well.
>
> **Diana Banks**
> **561.239.2986**
> **23415 Boca Trace Drive**
> **Boca Raton, Fl 33433**
>
> -----Original Message-----
> From: Diana <dianapbanks@aol.com>
> To: Kimberly Moran <kmoran@tescherspallina.com>
> Sent: Mon, Sep 24, 2012 8:12 am
> Subject: Re: Meeting
>
> Hi Kim. Are we confirmed for tomorrow at 3pm? Thanks
>
> Sent from my iPhone

On Sep 21, 2012, at 12:21 PM, "Kimberly Moran" <kmoran@tescherspallina.com> wrote:

Hi Diana – Please let me know if any of these dates/times work for you:

Tuesday (Sept 25th) at 2:00PM or 3:00PM
Thursday (Sept 27th) at 10:30AM, 2:00PM or 3:00PM

I'm sorry to hear about Si. Hope you are doing well.

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: dianapbanks@aol.com [mailto:dianapbanks@aol.com]
Sent: Friday, September 21, 2012 12:11 PM
To: Kimberly Moran
Subject: Meeting

Hi Kim, Robert asked me to go through you to schedule a meeting with myself, my husband Scott, Steve Greenwald and Elliot Bernstein. Please advise of a few available dates for next week. Thanks so much

Diana

Robert Spallina

From: Pam Simon [psimon@stpcorp.com]
Sent: Saturday, October 06, 2012 4:13 AM
To: Robert Spallina
Cc: Bernstein Ted
Subject: Maritza

Hi Robert- spoke w/ Ted and we would not like Maritza entering our father's home for any reason and do not want you to turn over any documents which are part of the home contents to her including the bogus 'letter' found after his death in the house. We currently await the autopsy results on our father to determine if in fact she murdered him so please understand the severity of the situation.

Thank You

Pam Simon

Robert Spallina

From: Kimberly Moran
Sent: Friday, October 05, 2012 8:27 AM
To: Robert Spallina
Subject: Cary Wilson 561-703-3998

Re: Maritza Pucchio – Bernstein Estate. He said they have not heard back from the family and they are going to call the sheriff's dept to meet them at the house since she is a resident there and she would like to get her things.

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: Comart, Dani M [dani.m.comart@jpmorgan.com]
Sent: Thursday, October 04, 2012 5:41 PM
To: Kimberly Moran
Cc: Prindle, Christopher R; Protokowicz, Karen X
Subject: re: Bernstein Estate Account
Attachments: Certification_of_Trust_Guide.pdf; Trust Certification-JPM.pdf

Dear Kimberly,

Chris asked me to follow up with you regarding opening the trust accounts.

I have been coordinating with our account opening team.

If you could please have the attached trust certifications completed and notarized and sent back to Karen and me, we can move forward with pre-filling account opening documents to be signed.

I will be out of the office tomorrow, but if you have any questions, please feel free to contact Karen directly at (561) 838-4674.

Regards,
Dani

Dani Comart | Private Bank | **J.P. Morgan** | 561.995.5057 | Dani.M.Comart@JPMorgan.com | jpmorgan.com

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MEMORY TRANSMISSION REPORT

TIME : OCT-04-2012 11:10AM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	275
DATE	:	OCT-04 11:09AM
TO	:	18033334936
DOCUMENT PAGES	:	002
START TIME	:	OCT-04 11:09AM
END TIME	:	OCT-04 11:10AM
SENT PAGES	:	002
STATUS	:	OK

FILE NUMBER : 275 *** SUCCESSFUL TX NOTICE ***

Claims Department - Heritage Union Life Insurance Company

Fax No.803-333-4936

FAX

DATE: Thursday, October 4, 2012

FROM: Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

FILE NO.: Bernstein, Est. Of Simon/Our File No. 11187.006

WE ARE TRANSMITTING 3 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

COMMENTS: Please see the attached Letters of Administration on the Estate of Simon L. Bernstein. This relates to policy #1009208 and Simon L. Bernstein was the insured.

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. Thank you.

Claims Department - Heritage Union Life Insurance Company

Fax No.803-333-4936

FAX

DATE: Thursday, October 4, 2012

==========

FROM:
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

FILE NO.: **Bernstein, Est. Of Simon/Our File No. 11187.006**

WE ARE TRANSMITTING 3 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

COMMENTS: Please see the attached Letters of Administration on the Estate of Simon L. Bernstein. This relates to policy # 1009208 and Simon L. Bernstein was the insured.

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391XXXXSB

IZ

Deceased.

LETTERS OF ADMINISTRATION

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED
12 OCT -2 AM 9:31

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 2 day of Oct, 2012.

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 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

TS004579

Kimberly Moran

From: Lindsay Giles [lindsay@lifeinsuranceconcepts.com]

Sent: Wednesday, October 03, 2012 5:55 PM

To: 'Pam Simon (psimon@stpcorp.com)'; 'Jill Iantoni (jilliantoni@gmail.com)'; 'Friedstein, Lisa (lisa@friedsteins.com)'

Cc: Kimberly Moran

Subject: Conference Call with Mr. Spallina

Good afternoon

I am writing to see if you will be able to join in a conference call tomorrow with Ted and Mr. Spallina.

Kimberly will be arranging the call-in number and sending confirmation.

Take care,

Lindsay Giles - Executive Assistant

. . . . . .

Life

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

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Robert Spallina 11187-006

From: dianapbanks@aol.com
Sent: Monday, October 01, 2012 3:46 PM
To: Robert Spallina; Kimberly Moran

Hi Robert,

Ted mentioned that I would be receiving a severance check from Si's estate. I feel so uncomfortable asking but when do you think I will be receiving it? Thanks and hope you are well.

Diana Banks
561.239.2986
23415 Boca Trace Drive
Boca Raton, Fl 33433

-----Original Message-----
From: Diana <dianapbanks@aol.com>
To: Kimberly Moran <kmoran@tescherspallina.com>
Sent: Mon, Sep 24, 2012 8:12 am
Subject: Re: Meeting

Hi Kim. Are we confirmed for tomorrow at 3pm? Thanks

Sent from my iPhone

On Sep 21, 2012, at 12:21 PM, "Kimberly Moran" <kmoran@tescherspallina.com> wrote:

> Hi Diana – Please let me know if any of these dates/times work for you:
>
> Tuesday (Sept 25th) at 2:00PM or 3:00PM
> Thursday (Sept 27th) at 10:30AM, 2:00PM or 3:00PM
>
> I'm sorry to hear about Si. Hope you are doing well.
>
> 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:** dianapbanks@aol.com [mailto:dianapbanks@aol.com]
> **Sent:** Friday, September 21, 2012 12:11 PM
> **To:** Kimberly Moran
> **Subject:** Meeting
>
> Hi Kim, Robert asked me to go through you to schedule a meeting with myself, my husband Scott, Steve Greenwald and Elliot Bernstein. Please advise of a few available dates for next week. Thanks so much
>
> **Diana**

Kimberly Moran

From: Kimberly Moran
Sent: Friday, September 28, 2012 2:53 PM
To: 'christopher.r.prindle@jpmorgan.com'
Cc: Robert Spallina
Subject: Bernstein
Attachments: Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012.pdf; Simon L. Bernstein - death certificate.pdf; Shirley Bernstein Trust Agreement dtd 05-20-2008.pdf; First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008.pdf

Dear Mr. Prindle:

Attached are the following documents:

1. Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012;
2. Simon L. Bernstein – death certificate;
3. Shirley Bernstein Trust Agreement dated May 20, 2008; and
4. First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008.

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

Robert Spallina

From: Ted Bernstein [TBernstein@lifeinsuranceconcepts.com]
Sent: Thursday, September 20, 2012 8:30 AM
To: Robert Spallina
Cc: psimon@stpcorp.com
Subject: FW: Spallina call

Robert > please see below.

Ted
561-988-8984
tbernstein@lifeinsuranceconcepts.com
www.LifeInsuranceConcepts.com
www.EquityTermInsurance.com

The contents of this message are private and can not be shared, in any way, without written permission. The contents of this message can not be altered, in any way, without written permission.

From: Pam Simon [pambsimon@me.com]
Sent: Wednesday, September 19, 2012 6:39 PM
To: Ted Bernstein
Subject: Spallina call

Hi Theo - couple of Comments if you can forward to Robert spallina for me as I don't have his email handy:
- I think it's wise to have maritza, Diana and rachel turn over all items dealing with money such as credit cards and keys and all further correspondence with them be in writing. I heard the Diana deal Dad had put well over the $200,000 Eliot mentioned into and that deal will likely be problematic and expensive. In writing seems safest. Please let me know if mr Spallina has any issues with this. Thanks and get some sleep. Sorry for punctuation - in zonked !

Robert Spallina

From: Robert Spallina
Sent: Friday, September 14, 2012 2:32 PM
To: 'Ted Bernstein'
Cc: Donald Tescher
Subject: RE: Si
Attachments: image001.png; image002.png; image003.png

Ted – thank you for the heads up. I spoke to Jon and told him that we will meet at an appropriate time in the next couple weeks to go through and review the open litigation matters.

On a separate note, as discussed, you are designated as the successor trustee to Si on your mother's trust document. In this regard, both the residence and the beach condo were titled in the name of her trust. All of the contents in both places are the subject of your father's estate, over which Don and I have been named as Personal Representatives. Please make sure that both homes are secure and that the contents contained therein are protected. As a fiduciary of your mother's trust and during the period of administration of your father's estate, you owe a duty to the ultimate beneficiaries to protect the assets. As we discussed, to the extent that there may be keys to both places in the hands of others, we would suggest that you change the locks so that no one can gain access to either home without your consent. It may be helpful to take pictures and even create and inventory of the contents so that when there is a division of the assets among the family there are no issues.

Again, we are truly saddened by your father's death and are here to help in any way that we can. Please do not hesitate to contact us. If you need anything over the weekend my cell is 561-504-3805.

Speak to you soon.

Sincerely,

Robert (and Don)

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: Ted Bernstein [mailto:TBernstein@lifeinsuranceconcepts.com]
Sent: Thursday, September 13, 2012 4:46 PM
To: Robert Spallina
Cc: swergoldj@gtlaw.com
Subject: Si

Robert,

I believe you know Jon Swergold already. Jon represents the companies, Si and myself in several pending litigation matters. We are also dear friends.

Jon will be giving you a call this afternoon and I would appreciate your providing him with Si's trust and estate documents so we can figure out what needs to be done in the litigation matters.

Thanks Robert, I appreciate your concern and support of the family.

Ted
Life Insurance Concepts
Tel: 561-988-8984
Cell: 561-213-2322
www.LifeInsuranceConcepts.com
www.EquityTermInsurance.com
Email: TBernstein@LifeInsuranceConcepts.com



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Bernstein, Estate of Simon 11187.006
Claims

TS004586



IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: **Case No. 502012CP004391XXXXSB** ~~SB~~

ESTATE OF SIMON BERNSTEIN,
Deceased. **Division: IZ**

COPY
SOUTH COUNTY BRANCH OFFIC
ORIGINAL RECEIVED
NOV 06 2012
SHARON R. BOCK
CLERK & COMPTROLLEI
PALM BEACH COUNTY

STATEMENT OF CLAIM BY WILLIAM E. STANSBURY

The undersigned hereby presents for filing against the above estate this Statement of Claim and alleges:

1. The basis for the claim is the action pending in Palm Beach County, Florida, *Stansbury v. Bernstein, et. al,* Case No. 502012CA 013933XXXX MB (the "Pending Action"). A true and correct copy of the Complaint filed by claimant that initiated the Pending Action is attached hereto as Exhibit "A" and is hereby incorporated by reference herein (the "Complaint").

2. The name and address of the claimant are William E. Stansbury, 6920 Caviro Lane, Boynton Beach, Florida 33437, and the name and address of the claimant's attorney is set forth below.

3. The amount of the claim is in excess of $2.5 million dollars, which the Claimant is entitled to recover under the claims set forth in the Complaint, which amount the Claimant believes is now due.

4. The claim is contingent or unliquidated and uncertain to the extent that the Claimant's claim is dependent on the outcome of the Pending Action. The specific amount of Claimant's claim will be determined in Pending Action and the Claimant expects to recover in excess of $2.5 million dollars in damages, as well as, but not limited to, treble damages, pre-judgment and post-judgment interest, and costs.

5. The claim is not secured.

[Signature page follows this page]

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 November 6, 2012.

William E. Stansbury, Claimant

Attorneys for Claimant

Peter M. Feaman, Esq.
Florida Bar No.: 260347
PETER M. FEAMAN, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
Phone: (561) 734-5552
Facsimile: (561) 734-5554
Primary Electronic Mail Address:
pfeaman@feamanlaw.com

Copy mailed to attorney for Personal Representative on 11-7 2012.

MICHELE BRITT
COPY

MUST BE FILED IN DUPLICATE

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

vs. Case No. 50 2012 CA013933XXXXMB

AA

TED S. BERNSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.,
Defendants.
_____/

COPY
RECEIVED FOR FILING
JUL 30 2012
SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT
And JURY DEMAND

WILLIAM STANSBURY (PLAINTIFF"), by and through his undersigned co-counsel, hereby demanding trial by jury of all issues so triable, hereby sues the Defendants, and says

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendants TED S. BERNSTEIN ("TED BERNSTEIN"), and SIMON BERNSTEIN are both *sui juris*, and are both residents of Palm Beach County, Florida.

4. The corporate Defendants, LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C., are entities organized and existing under the laws of the State of Florida, all do business in the State of Florida and all have their principal offices in the State of Florida, and in Palm Beach County, Florida.

5. Defendants SIMON BERNSTEIN and TED BERNSTEIN (collectively "Defendants

EXHIBIT A

BERNSTEIN") are, respectively, one another's father and son. They both own and control all of the corporate Defendants, and work closely together with respect thereto. In all matters involved herein, they worked closely together and were virtually one another's alter egos.

7 The acts and incidents giving rise to these causes of action occurred in Palm Beach County, Florida.

Background

8. Plaintiff has worked in the insurance field virtually all his adult life, and by 2003 had become well-known and highly regarded by major insurance companies, their principals, and by others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPAs, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with, insurers and insurance brokers.

9. SIMON BERNSTEIN dealt at high levels of the insurance industry, and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate in their wealth management and estate planning.

10. TED BERNSTEIN was actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into clients' financial planning.

11. In 2003, TED BERNSTEIN approached Plaintiff, urging Plaintiff to spearhead the marketing of a unique insurance concept ("the said concept"), newly developed by a prominent law firm, which was designed for use in the financial and estate planning of wealthy individuals.

12. TED BERNSTEIN told Plaintiff that he knew of Plaintiff's knowledgeability, and reputation in the insurance and related industries and professions, and that Plaintiff was skilled

at, and accustomed to, speaking and marketing insurance products to, large groups of professsionals, and that he realized that Plaintiff, because of his knowledgeability, reputation and abilities, would be ideal to market this concept nationwide, through prominent and experienced professionals..

13. SIMON BERNSTEIN proposed that Plaintiff work as an independent contractor for the Corporate Defendants, marketing the product to the above-described He offered Plaintiff an arrangement whereby Plaintiff would receive twenty percent (20%) of all net retained amounts of commissions received from insurance companies and general agents' overrides (hereinafter, "commissions") which chose to issue policies of the type to be marketed, for use in the said financial and estate planning, and all other sales by the companies. Plaintiff would receive no other salary remuneration, but would have his travel and marketing expenses advanced or reimbursed. In time, when Plaintiff agreed to become an employee rather than an independent contractor, he agreed to a salary of the equivalent of 15% of commissions received on all products.

14. After reviewing the concept and considering the terms of the arrangement offered by SIMON BERNSTEIN, Plaintiff agreed with BERNSTEIN to accept the proposal described in preceding paragraph 13, and all the parties proceeded to act in accordance therewith.

15. Thereafter, Plaintiff worked with diligence and skill, traveling throughout the United States, generating ever increasing sales, and generating very large commissions for Defendants and for Plaintiff, who received the agreed salary equal to 15% thereof. By 2006, the parties hereto began receiving checks, not only for commissions on new policies sold, but also renewal commissions. Initially, the Plaintiff and Defendants BERNSTEIN, and one secretary, comprised the entire workforce. At the height of the sales campaign, Defendants' staff for serving the

business generated by Plaintiff consisted of more than 40 individuals.

16. In 2005, the Plaintiff was paid his commissions in the form of two IRS forms 1099, from National Services Association, and from Defendant ARBITRAGE INTERNATIONAL MARKETING, INC. for his services as an independent contractor.

17. In 2006, Plaintiff received his agreed salary as an employee, reflected in two IRS forms W-2., One W-2 was from ARBITRAGE INTERNATIONAL MARKETING, INC., and the other was from ARBITRAGE INTERNATIONAL HOLDINGS, INC., which later became Defendant ARBITRAGE INTERNATIONAL MANAGEMENT, INC.

18. Also in 2006, SIMON BERNSTEIN told Plaintiff that Plaintiff, was being rewarded for the explosive growth of business, through receiving a 10% interest in LIC.

19. In 2007, Plaintiff received his agreed salary as an employee, which salary was reflected in an IRS Form W-2.

20. With the economic downturn in 2008, Defendants looked for ways to withhold from Plaintiff compensation to which he was entitled, and to deceive him into believing that the money which would have been paid to both Defendants as well as to Plaintiff as compensation, was instead being held in the company's coffers.

21. In order to hide from Plaintiff the real fact that Defendants were paying to Defendants BERNSTEIN the full earnings received as commissions, and thereby depriving Plaintiff of the 15% thereof to which he was entitled, they knew they had to terminate Plaintiff's function of calculating each person's entitlement to payment out of commissions received. Therefore, in early 2008, SIMON BERNSTEIN told Plaintiff that the Defendants BERNSTEIN felt that Plaintiff was spending too much time on making the said calculations, and that Plaintiff's time would be better spent in building the business. SIMON BERNSTEIN told

Plaintiff that he and TED BERNSTEIN had decided to pay themselves and Plaintiff identical salaries of not less than $1,000,000 each for 2008, and to distribute any profits beyond the total thus paid to the three owners, the Defendants BERNSTEIN and Plaintiff, according to their respective percentages of ownership, Plaintiff's share being 10%. Plaintiff, having thus far believed he was receiving whatever compensation he was entitled to, and having no reason to realize that this was a ruse to keep him in the dark as to the true state of affairs, readily acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of moneys received.

22. Through misrepresentations made from 2008 through the date of filing of this Complaint, Defendants knowingly made false statements to Plaintiff to hide their scheme to withhold from Plaintiffs money to which he was entitled. For example, at times they claimed that money being received was not being paid as salary or distributions to either of Defendants BERNSTEIN but was being withheld and placed in company accounts, for eventual distribution. As Plaintiff and Defendants could afford to wait until year's end to be paid their distributions, and as Defendants BERNSTEIN assured Plaintiff that the payment arrangement would apply to all three equally, Plaintiff did not question the truthfulness of their representations..

23. In furtherance of their scheme to deprive Plaintiff of salary he had earned and to which he was entitled, Defendants intercepted mail addressed to Plaintiff, removed therefrom commission checks representing full commissions, deposited the same to their own accounts or otherwise converted the funds,, and willfully withhold from Plaintiff his salary. Defendants BERNSTEIN also opened Plaintiff's mail containing checks payable to him which were unrelated to Defendants' business.

24. In 2011, the Defendants BERNSTEIN decided to deceive Plaintiff into giving up

his 10% share in the business. Although he had never seen a stock certificate, Plaintiff had in fact been given K-1 statements reflecting his salary, which appeared to approximate 10% of the net profits or losses of LIC, after salary was paid. TED BERNSTEIN told Plaintiff that their accountants had discovered a taxable event which could cause all the owners of the company to have to pay taxes, and that they thought it would be unfair for Plaintiff to have to pay 10% of that tax, so TED BERNSTEIN promised that if Plaintiff would sign a paper ceding his 10% interest, TED BERNSTEIN would simply hold it and it would not become operative unless the tax liability came to exist. Plaintiff was assured that nothing would happen with the stock ownership until Plaintiff and the Defendants BERNSTEIN discussed the situation further after the Holiday Season.

25. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon Plaintiff as described in preceding paragraphs 20 through 24, Plaintiff was reasonably of the belief that Defendants had complied , or intended to comply, with their material obligations to Plaintiff under the contract between them, and therefore was prevented from knowing, for a period of years, that these causes of action existed. The acts of Defendants in making false statements and withholding material information continues from its inception to the date of the filing hereof.

I. ACCOUNTING
(Against LIC and ARBITRAGE, for Accounting as to Withholding of Money Due Plaintiff)

26. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

27. The relationship between Plaintiff and the Defendants, particularly as affected by

TS004594

Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

28, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just

TS004595

and appropriate.

II. ACCOUNTING
(Against TED S. BERNSTEIN and SIMON BERNSTEIN, for Accounting as to Money Due to Plaintiff Which Said Defendants Converted)

29. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

30. The relationship between Plaintiff and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

31, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a

share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as said commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just and appropriate.

III. BREACH OF ORAL CONTRACT
(Against All the Defendants)

32. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

33. The arrangement between Plaintiff and Defendants as described in paragraphs 11 and 13 above, and as modified by the parties as further described above, constituted a contract between them.

34. An express term of that contract involved the commitment of Defendants to calculate, and to pay to Plaintiff, fully and timely, all sums due to him under the parties' contract, whether as commissions, salary, distributions, expenses or any other reason

35. The parties initially performed the duties required of them under said contract.

36. However, as described above in paragraphs 20 through 25, inclusive, Defendants willfully and maliciously agreed to breach their contract with Plaintiff by withholding from Plaintiff moneys due him under the contract.

TS004597

37. Defendants did withhold such moneys due Plaintiff.

38. The withholding of such moneys constituted a material breach of the contact between Plaintiff and Defendants.

39. There is therefore due to Plaintiff from Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

IV. BREACH OF IMPLIED COVENANT Of GOOD FAITH and FAIR DEALING

40. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 33 through 38, inclusive.

41. The said contract, as a matter of law, contained an implied covenant of good faith and fair dealing, obligating the parties to honor every express term of the agreement..

42. Among the express terms of the oral contract between the parties were (a) that Plaintiff would be constantly apprised, either through being permitted to calculate all amounts due the Defendants out of commissions, or through being advised of all receipts of commissions and the disposition thereof, or the amounts due to Plaintiff for any reason under the terms of the contract; and (b) that Plaintiff would be fully and promptly paid all such amounts due him.

43. Through their actions as described in preceding paragraphs 20 through 25, inclusive, the Defendants willfully breached the said express of the contract.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for

TS004598

the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

V. BREACH OF FIDUCIARY DUTY

41. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

42. Plaintiff reposed full confidence in the defendants BERNSTEIN, and trusted them and relied on them to be as good as their word and to deal honestly with him, for a variety of reasons. Plaintiff knew of SIMON BERNSTEIN as a major figure in the insurance industry, prior to their becoming parties to the agreement involved herein. Moreover, Plaintiff and the Defendants BERNSTEIN had formed a social relationship which had grown into what Plaintiff regarded as friendship. Moreover, as the initial situation under their contractual relationship had Plaintiff receiving all information as to commissions received and calculating the amount of money due to Plaintiff and the Defendants BERNSTEIN, as ,mentioned in preceding paragraphs 21 and 22, and also because Plaintiff was told he had been given a minority shareholder interest in LIC, Plaintiff reasonably felt that the Defendants would deal with Plaintiff honestly and fairly, and that the Defendants had no intention of hiding from Plaintiff any information as to the amounts due Plaintiff or as to the Defendants' intention of paying said amounts to Plaintiff

43. Moreover, when Defendants proposed to Plaintiff that Plaintiffs cease being the one to calculate moneys due the parties out of commissions received, the Plaintiff trusted Defendants to make proper, accurate and complete calculations, as Plaintiff had done, and to pay Plaintiff accordingly.

44. Furthermore, when Defendants BERNSTEIN made statements to Plaintiff as to why payments due him were not being paid, as described, for example, in preceding paragraphs 22 through 25, inclusive, and 42, he trusted Defendants to be telling Plaintiff the truth,

45. As a result of the foregoing, a fiduciary relationship existed between Defendants BERNSTEIN and Plaintiff, and there existed in Plaintiff complete confidence and trust in the said Defendants, of which confidence and trust said Defendants were well aware.

46. Defendants BERNSTEIN accepted the trust which Plaintiff reasonably placed in them.

47 Through Defendants' willful misrepresentations and withholding of material information as to their intentions and the purposes for which Plaintiff's payments were not being paid, and through their diversion from Plaintiff of amounts which should have been paid to him, Defendants abused and betrayed Plaintiff's trust and confidence in them, to Plaintiff's great detriment, in that he has been deprived of the said amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records, and a full accounting by them.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VI. CIVIL THEFT
Against All Defendants

48. This is an action for Civil Theft under Chapter 772, Florida Statutes, more

TS004600

specifically §772.11, Fla.Stats.

49. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

50. All funds which Defendants' records will reveal are due to Plaintiff but which have been deposited to any of the Defendants' accounts or which have been received by any Defendant or diverted by any Defendant to any recipient but Plaintiff are the specific funds to which this Count relates.

51. By refusing to pay to Plaintiff funds due him under their agreement, and by paying said sums to themselves or to others, Defendants have been guilty of criminal theft by conversion, which has been and continues to be performed by Defendants with the criminal intent of stealing his money and depriving him of the possession and use thereof.

52. Written demand for payment of all amounts due Plaintiff has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for three times the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, and such other remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate, together with such other and further relief as the Court may deem just and appropriate.

VII. FRAUD
(Against All Defendants)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated

herein, preceding paragraphs 1 through 24, inclusive.

54. Defendants, with the intent to defraud Plaintiff by preventing his receipt of moneys due him from Defendants as commissions, salary, distributions, expenses, and otherwise, made false statements to him and withheld material information from him, all as specifically set forth in preceding paragraphs 20 through 24 above.

55. At the time said statements were made, Defendants knew that they were material and false, and that Plaintiff would rely thereon. At the time said material information was withheld from Plaintiffs, Defendants knew that the information being withheld was material, and that the withholding of the information would cause Plaintiff to rely on the absence of said information

56. Defendants intended for Plaintiff to rely on said false statements of material fact and to rely on the absence of the material facts which were withheld.

57. Plaintiff did rely on the false statements and the withholding of material information, and was damaged thereby. Through the loss the possession and use of moneys due him but withheld by Defendants under their scheme to defraud him of said money.

58. The behavior of Defendants in deceiving Plaintiff and in abusing the trust they had engendered in Plaintiff, as set forth in preceding paragraphs 42 through 47, which are incorporated herein by reference as if expressly restated herein, was in willful and conscious disregard of his rights, and was of such a concerted, premeditated, and outrageous nature as to go beyond the bounds of decency, and constituted rampant fraud.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VIII. EQUITABLE LIEN

59. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 54 through 58, inclusive.

60. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

61. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish an equitable lien in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the

TS004603

diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

IX. CONTRACT IMPLIED IN LAW

62. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 25, inclusive.

63. By keeping the moneys due Plaintiff, Defendants have been unjustly enriched.

64. By agreeing to permit Defendants to receive, possess and control the paperwork revealing commissions received, and by agreeing that Defendants would assume the function of calculating amounts due the parties, Plaintiff conferred on Defendants the benefit of controlling the disposition of the funds received, including those due Plaintiff. The Defendants, having induced Plaintiff to confer said benefit, knew of the benefit and accepted and retained the benefit and abused it to defraud the Plaintiff.

65. The Circumstances are such that it would be inequitable for the Defendants to retain the benefit of the possession and use of funds due Plaintiff

WHEREFORE, Plaintiff prays for judgment that there exists a contract implied in law with the terms against Defendants described above, and for judgment against all Defendants, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

X. CONSTRUCTIVE TRUST

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

67. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

68. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

.WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish a constructive trust in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

TS004605

XI. INDEMNIFICATION

69. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

70. When Defendants entered the arrangement with Plaintiff described in preceding paragraph 13, SIMON BERNSTEIN, acting for himself and on behalf of the corporate Defendants and TED BERNSTEIN, and for their collective and shared benefit, told Plaintiff that it would be better for the simplicity of administration, if Plaintiff would arrange for all commissions, paid by insurance companies for sales of the said product by the Defendant companies, to be paid in the name of Plaintiff., even though Plaintiff would ultimately receive only 15% thereof.

71. Plaintiff, believing the representation that this was being requested solely to simplify bookkeeping and administration, agreed to receive all commissions in his own name, even though the bulk of each commission would become the property of the various Defendants.

72. At the time Defendants, through SIMON BERNSTEIN, represented to Plaintiff that the reason for their request that Plaintiff receive all commissions solely in his own name was for administrative simplicity, they knew that they had an ulterior motive in making this request. Their said motive was that, in the event any insurance company which had paid a commission for sale of the said product were to request a full refund of the commission on the ground that the insurance client or the broker had falsified the application for the policy, Defendants intended to disclaim liability therefor, and to avoid personal and corporate responsibility for any requests for refund of commissions paid, even though they collectively have received 85% of each such commission.

73. Plaintiff, acting in good faith, did not realize that Defendants were concealing this motive, or that such was their motive, and he reasonably relied on their representations as to the reason for the request, to his detriment.

74. As a direct and proximate result of the Defendants' representations, Plaintiff will have nominal full liability for refund of any commissions thus sought to be refunded as described in preceding paragraph 72. Such liability creates the certainty that requests for refunds will be made solely to Plaintiff, even though Defendants received 85% of the commissions.. Such disproportionate and unfair liability has been caused by the willful misrepresentation by Defendants.

75. Plaintiff was without fault in reasonably relying on the said representations.

76. Defendants were solely at fault in creating the said liability.

77. There was a special relationship between Plaintiff and the Defendants, because Plaintiff was acting as the nominal agent for Defendants in receiving in his name 100% of the commissions, making him vicariously liable for the refund of the 85% of commissions which were retained by Defendants for their own benefit.

78. Moreover, Defendants had ceased to pay Plaintiff any commissions. Instead, as an employee he was now receiving a salary. To reflect Plaintiff's successful generation of Defendants' business, Defendants made Plaintiff's salary approximate 15% of the amount of commissions received. Nonetheless, as Plaintiff was not receiving any share of commissions *per se*, he should not have his indemnification limited to 85%, but rather it should be to the full 100% of all commissions being refunded.

WHEREFORE, Plaintiff prays for a Judgment in his favor, and against all Defendants, Adjudicating them under an obligation to defend, hold harmless and indemnify Plaintiff from

TS004607

and against refund claims for said commissions, to the extent of 100% thereof, and for such other and further relief as the Court shall deem just and appropriate.

July 30, 2012

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TS004608

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA
IN RE: ESTATE OF SIMON BERNSTEIN, Deceased
CASE NO. 502012CP004391 IZ XXXXSB

DOD: 09/13/2012
Date of First Publication of Notice to Creditors: 10/16/2012
End of Creditor Period: 01/16/2013
Last day to file objection to claims: 30 days after timely filing of claim

Our File No. 11187.006

No.	Creditor	Amount of Debt	NTC Received	Claim Filed	Secured/Unsecured	Objection Filed	Satisfaction Filed
1.	American Pioneer Life Insurance PO Box 13090 Pensacola, FL 3259103090 PO Box 504518 St. Louis, MO 63150-4518	$268.00	12/19/2012 12/20/2012				
2.	Wells Fargo Bank PO Box 660930 Dallas, TX 75266-0930 PO Box 4233 Portland, OR 97208-4233 home equity line ending in 190001	$523,019.85	12/19/2012 12/20/2012	11/09/2012			
3.	American Express PO Box 360001 Ft. Lauderdale, FL 33336-0001 PO Box 297812 Fort Lauderdale, FL 33329-7812 PO Box 297879 Fort Lauderdale, FL 33329-7879	$34,215.15	12/19/2012	01/10/2013			
4.	Chase Card Services PO Box 15298 Wilmington, DE 19850	$???	12/20/2012	Barred - NO claim filed			
5.	CBIZ Goldstein Lewin PO Box 953152 St. Louis, MO 63195-3152	$1,886.94	12/20/2012	01/16/2013			

TS004609

Estate of Simon Bernstein
Summary of Claims

DOD: 09/13/2012
Date of First Publication of Notice to Creditors: 10/16/2012
End of Creditor Period: 01/16/2013
Last day to file objection to claims: 30 days after timely filing of claim

CLAIM	AMOUNT	DATE FILED	OBJ. FILED	NOTES
William E. Stansbury	"in excess of" $2.5 million	November 6, 2012		
Wells Fargo Bank home equity line Acct. ending 190001	$523,019.85	November 9, 2012		
West Asset Management, Inc. Amex Acct #4006	$34,215.15	January 10, 2013		
CBIZ Goldstein Lewin	$1,886.94	January 16, 2013		

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

Background

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN approached STANSBURY, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries, and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net commissions received on all products, including renewals.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc.

19. In February of 2008, SIMON BERNSTEIN approached STANSBURY with the suggestion that rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the commissions derived from policies sold by STANSBURY, the BERNSTEINS and STANSBURY should forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was suggested that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation until the year-end accounting was performed in December of 2008 or January, 2009.

20. STANSBURY relied on SIMON BERNSTEIN's representations that, among other things, his time would be better spent building the business rather than performing monthly calculations of income. STANSBURY relied on SIMON BERNSTEIN's representation that they would all be paid identical annual salaries of not less than $1,000,000 at the end of 2008 to be applied against STANBURY's 15%. Any compensation to STANSBURY over and above his 15% would be paid to him in accordance with his ownership percentage of 10%.

21. STANSBURY, having no reason to believe that the representations by SIMON BERNSTEIN were false and only a ruse to keep him from inquiring as to corporate revenue and distributions, acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of monies on a monthly basis throughout the year.

22. In 2008, STANSBURY received only $420,018.00, all from commissions earned for sales in 2007 but paid in the January of 2008. STANSBURY received no payments for commissions received after January, 2008.

23. Unbeknownst to STANSBURY at that time, SIMON BERNSTEIN was paid $3,756,229.00 and TED BERNSTEIN was paid $5,225,825.00 in 2008.

24. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

25. Since that time, SIMON BERNSTEIN and TED BERNSTEIN have secreted commissions received by LIC Holdings and ARBITRAGE into Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested in real estate, also as more particularly set forth below.

26. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that they had looted the corporations for their

own personal benefit by withdrawing millions in 2008 and 2009, all to the financial detriment of STANSBURY. The BERNSTEINS represented that the money was not being paid as salary or distributions because the funds needed to be held in the corporate bank accounts to show to potential lenders the financial stability of the company.

27. STANSBURY relied upon these continuing representations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and paid only $30,000 in 2010.

28. STANSBURY believes that some or all of the funds to which he was entitled and/or assets attributable to such funds were placed into certain entities, including but not limited to BERNSTEIN FAMILY REALTY, LLC and SHIRLEY'S TRUST. For example, based on information and belief, some or all of the funds to which STANSBURY was entitled were invested in certain parcels of real property, which parcels were conveyed to the trustee of SHIRLEY'S TRUST on or about May 20, 2008, including but not limited to a 4,220 square foot oceanfront condominium unit in a complex known as "The ARAGON" in Boca Raton, located at 2494 So. Ocean Boulevard, Boca Raton, Florida and a mansion in St. Andrew's Country Club located at 7020 Lions Head Lane, Boca Raton, Florida.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings, Inc. or ARBITRAGE INTERNATIONAL MANAGEMENT, LLC.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing

commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In 2011, the Defendants BERNSTEIN decided to deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At the end of 2011, TED BERNSTEIN told STANSBURY that the company accountant had discovered a taxable event which could cause STANSBURY, as an owner of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action ASSERTED HEREIN existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the

entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

II. BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc. and Arbitrage International Management, LLC)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

39. The arrangement between STANSBURY and Defendants as described in paragraphs 16 and 24 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and to pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with

prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper.

III. BREACH OF FIDUCIARY DUTY
(Against SIMON BERNSTEIN and TED BERNSTEIN ["BERNSTEINS"])

45. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

46. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

47. As shareholders and officers of LIC Holdings and ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN did have and have a fiduciary duty to STANSBURY to act in good faith towards STANSBURY and to act in the best interests of LIC Holdings and ARBITRAGE.

48. At all material times hereto, STANSBURY was and is a shareholder of LIC Holdings.

49. STANSBURY reposed trust and confidence in SIMON BERNSTEIN and TED BERNSTEIN as a result of their position as majority shareholders and officers of LIC Holdings and ARBITRAGE.

50. Further, SIMON BERNSTEIN and TED BERNSTEIN held positions of advantage and control over STANSBURY, not only by virtue of their majority shareholder status, but by having access to the accounting books and records of LIC Holdings and ARBITRAGE, to the exclusion of STANSBURY.

51. STANSBURY reasonably believed that the BERNSTEIN Defendants would deal with STANSBURY honestly and fairly and believed that such Defendants had no intention of

hiding from STANSBURY any information as to the amounts due STANSBURY or payment of the money due to STANSBURY.

52. Moreover, when Defendants proposed to STANSBURY that STANSBURY cease being the one to calculate monies due from the commissions received, STANSBURY trusted the BERNSTEINS to make proper, accurate and complete calculations just as STANSBURY had done and to pay STANSBURY accordingly. As majority shareholders and directors of LIC Holdings and ARBITRAGE, the BERNSTEINS were in a superior position of knowledge and control concerning the finances and affairs of those companies.

53. As a result of the foregoing, a fiduciary relationship existed between the BERNSTEINS and STANSBURY and there existed in STANSBURY complete trust in the BERNSTEIN Defendants.

54. The BERNSTEIN Defendants accepted the trust which STANSBURY reasonably placed in them.

55. The BERNSTEIN Defendants breached their fiduciary duty to STANSBURY by repeated conduct of self-dealing and violations of corporate protocol, including:

a) directing LIC Holdings and ARBITRAGE to make payments to third parties not employed by the corporations and who had performed no services on behalf of the corporations for the personal benefit of the BERNSTEINS;

b) directing the corporations to pay for personal expenses of the wives and other friends of the BERNSTEIN Defendants through corporate credit cards and other forms of payment, notwithstanding that they provided no services for the corporations;

c) transferring monies from LIC Holdings and ARBITRAGE to third party entities including the BERNSTEIN Defendants, the BERNSTEIN FAMILY REALTY, LLC and the

SHIRLEY BERNSTEIN TRUST AGREEMENT for the benefit of the BERNSTEINS, personally;

d) paying themselves exorbitant compensation to the exclusion of STANSBURY;

e) treating LIC Holdings and ARBITRAGE as alter egos of themselves and otherwise handling the affairs of LIC Holdings and ARBITRAGE without regard to corporate protocol;

f) failing to convene annual meetings of the stockholders of LIC Holdings and ARBITRAGE, in violation of Florida law;

g) committing corporate waste by unnecessarily expending corporate assets on unrelated corporate activities;

h) failing to account for the revenue and expenses of LIC Holdings and ARBITRAGE to STANSBURY, who was entitled to compensation as an employee and as a minority shareholder;

i) directing LIC Holdings and ARBITRAGE to take actions to reduce the profit of LIC Holdings and ARBITRAGE so as to prevent STANSBURY from earning his just compensation, in violation of prior agreement of the parties.

56. SIMON BERNSTEIN further breached his fiduciary duty owed to STANSBURY as a minority shareholder by neglecting to perform his duties as an officer and director in a prudent and reasonable fashion.

57. Through Defendants BERNSTEINS' willful misrepresentations and withholding of material information as to their intentions and the purposes for which STANSBURY's payments were not being paid, and through their diversion from STANSBURY of amounts which should have been paid to him, such Defendants abused and betrayed STANSBURY's trust and confidence in them to STANSBURY's great detriment. STANSBURY has been deprived of the amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records and a full accounting by them.

58. The monetary damages suffered by STANSBURY as a result of the foregoing conduct was suffered by STANSBURY individually and not to the corporation LIC Holdings as a whole, because the conduct as described above prevented STANSBURY from obtaining the benefits of the bargain of his oral agreement with the corporations as more particularly described in Count II above.

59. The foregoing conduct by the BERNSTEINS was done with gross and intentional disregard of the rights of STANSBURY as an employee and minority shareholder of LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

IV. CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

60. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

61. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

62. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

63. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

64. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

65. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the check made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

V. CONVERSION

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 60 through 65, inclusive.

67. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commissions checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with

pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

VI. FRAUD IN THE INDUCEMENT
(Against Ted Bernstein and LIC Holdings, Inc.)

68. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

69. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above Defendant TED BERNSTEIN fraudulently induced STANSBURY to sign a document giving up his 10% interest in and to LIC Holdings, Inc.

70. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

71. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

72. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

VII. EQUITABLE LIEN

73. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

74. Defendants, SIMON BERNSTEIN and/or TED BERNSTEIN wrongfully diverted funds from LIC Holdings and ARBITRAGE that rightfully should have been paid to STANSBURY pursuant to their oral agreement.

75. Upon information and belief, SIMON BERNSTEIN and/or TED BERNSTEIN, or both, wrongfully diverted funds from LIC Holdings and/or ARBITRAGE and acquired and/or maintained or improved property located at 7020 Lion's Head Lane, Boca Raton, Florida, legally described as

> Lot 781, St. Andrews Country Club (a PUD) Plat No. 14 according to the plat thereof recorded in Plat Book 57, Page 132 of the public records of Palm Beach County, Florida.

76. Further, upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE, which otherwise rightfully belonged to and should have been paid to STANSBURY, the property legally described as

> Lot 68, Block G Boca Madeira, Unit 2 according to the plat thereof recorded in Plat Book 32, Pages 59 and 60 of the public records of Palm Beach County, Florida, with a property address of 2753 NW 34 Street, Boca Raton, Florida,

was encumbered with a mortgage representing wrongfully diverted funds which were loaned in the form of a second mortgage to Defendant, BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company.

77. Upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE which otherwise should have been paid to STANSBURY, such funds were used to satisfy a mortgage for the benefit of TED BERNSTEIN on property legally described as

Lot 139, Saturnia Isles, Plat One, recorded in Plat Book 91 at Page 108 of the property records of Palm Beach County, Florida, with a property address of 15807 Menton Bay Court, Delray Beach, Florida

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described herein, and on all other assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with court costs and such other and further relief as this Court may deem just and proper.

VIII. CONSTRUCTIVE TRUST

78. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 73 through 77 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraphs 75 through 77 in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

IX. VIOLATION OF FLA. STAT. 607.1602 (As to Defendant, LIC Holdings, Inc.)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

80. STANSBURY owns 10% of the issued and outstanding shares of LIC Holdings and has owned these shares since 2006.

81. Pursuant to §607.1602 Fla. Stat. (2012), STANSBURY made demand on LIC Holdings to inspect and copy certain records. A copy of the Demand is attached hereto as Exhibit "A." LIC Holdings refused to respond to the request in direct violation of 607.1602 Fla. Stat. (2012).

82. Section 607.1604(2) Fla. Stat. (2012) states:

> If a corporation does not, within a reasonable time, allow a shareholder to inspect and copy any other record, the shareholder who complies with §607.1602(2) and (3) may apply to the Circuit Court in the county where the corporation's principal office is located for an order to permit inspection and copying of the records demanded.

83. Section 607.1604 Fla. Stat. (2012) requires that the court dispose of an application brought under this section "on an expedited basis."

84. Pursuant to §607.1604(2) Fla. Stat. (2012), Plaintiff requests that this court summarily order inspection and copying of the record previously demanded at the corporation's expense.

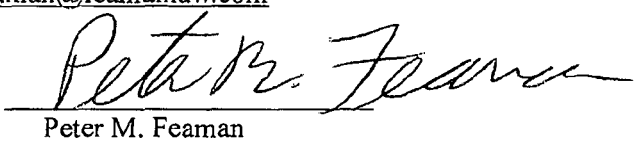
85. Pursuant to §607.1604(3) Fla. Stat. (2012), STANSBURY is entitled to an award of his costs including reasonable attorneys' fees incurred in order to obtain the order and enforce his rights unless the corporation or its officers, director or agent proves that the refusal of the inspection is made in good faith because the corporation had a reasonable basis for doubt about the right of the shareholder to inspect or copy the records demanded.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY requests this Honorable Court to summarily order inspection and copying of the records of LIC Holdings, Inc. previously demanded, at the corporation's expense, together with an award of reasonable costs and attorneys' fees incurred herein.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 12th day of FEBRUARY, 2013.

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June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

Kimberly Moran

From: Kimberly Moran
Sent: Monday, February 04, 2013 3:04 PM
To: 'pfeaman@feamanlaw.com'
Cc: Robert Spallina
Subject: Estate of Simon Bernstein
Attachments: Objection to Claim of William E. Stansbury.pdf

Dear Mr. Feaman:

Attached is a copy of the Objection to Claim of William E. Stansbury that we are filing with the Court.

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

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 THE CIRCUIT COURT FOR PALM MEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN

Deceased.

PROBATE DIVISION

File No.
502012CP004391IZXXXXSB

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
JAN 16 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

STATEMENT OF CLAIM BY CBIZ GOLDSTEIN LEWIN

The undersigned hereby presents for filing against the above estate this statement of claim and alleges:

1. The basis for the claim is Professional Fees for services rendered.

2. The name and address of the claimant are CBIZ Goldstein Lewin, 1675 N. Military Trail, 5th Floor, Boca Raton, FL 33486 and the name and address of the claimant's attorney, if any, are as set forth below.

3. The amount of the claim is $1,886.94 which amount is now due.

4. The claim is not contingent or unliquidated.

5. The claim is not secured.

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 January 15, 2013.

Claimant

Copy mailed to attorney for Personal Representative on 1/19, 2013.

CLERK OF THE CIRCUIT COURT

BY: Susan Kobell

MUST BE FILED IN DUPLICATE

#2619662 v1

CBIZ Goldstein Lewin &
MHM Goldstein Lewin Division

PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Estate of Simon Bernstein
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date *1/11/2013*
Client No. *4001350.0*

	Date	Description	Charge	Credit	Balance
		Balance Forward			0.00
92850	11/23/2011	Invoice	5,666.64		5,666.64
	1/30/2012	Payment		3,000.00	2,666.64
	8/31/2012	Credit Memo		779.70	1,886.94
102222	11/12/2012	Invoice	2,861.25		4,748.19
	12/26/2012	Payment		2,861.25	1,886.94

Current Balance $ 1,886.94

0 - 30	31- 60	61 - 90	91 - 120	Over 120		Balance
0.00	0.00	0.00	0.00	1,886.94	$	1,886.94

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through January 11, 2013

CBIZ

CBIZ Goldstein Lewin

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Invoice No. 92850
Date 11/23/2011
Client No. 4001350.0
Total Amount Due $ 5,666.64

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through October 31, 2011

Accumulation of information and preparation of 1099's for the year ended December 31, 2010.

Accumulation and analysis of information and preparation of U.S. Individual Income Tax Return (Form 1040) for 2010.

Handling of ongoing IRS outstanding tax for the year ended December 31, 2008.

Print 2008 and 2009 K-1s per client's request.

Prepare Amended 2008 Tax Return per IRS 1045 denial letter. $ 7,083.30

Copy of Client Ledger Enclosed. Less: Client Courtesy (1,416.66)

$ 5,666.64

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
5,666.64	0.00	0.00	0.00	0.00	5,666.64

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Simon Bernstein
Invoice No.: 92850

Client No: 4001350
Invoice Date: 11/23/2011

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ■ F: 561.241.0071 ■ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

TS004637

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF
SIMON BERNSTEIN

Deceased.

PROBATE DIVISION
File Number 502012CP004391XXXXSB
Division PROBATE

STATEMENT OF CLAIM BY WEST ASSET MANAGEMENT, INC. for AMERICAN EXPRESS

The undersigned hereby presents for filing against the above estate this statement of claim and alleges:

1. The basis for the claim is Account # 4006

2. The social security or tax identification number of the claimant is 20-1802547 the name and address of the claimant are **WEST ASSET MANAGEMENT, INC. for AMERICAN EXPRESS, 7171 MERCY RD, PO BOX 6183, OMAHA, NE 68106-0183** and the name and address of the claimant's attorney, if any, are as set forth below.

3. The amount of the claim is $ 34,215.15 which amount is now due, or, if not due, will become due on

4. The claim (is) (is not) contingent or unliquidated. If contingent or unliquidated, the nature of the uncertainty is _____ *The claim is not contingent or unliquidated.*

5. The claim (is) (is not) secured. If secured, the security consists of *The claim is ( ) secured (X) not secured.*

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
JAN 10 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

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 January 04, 2013

Claimant

Attorney for Claimant

Copy mailed to attorney for the Personal Representative on 01-07-2013

7171 MERCY RD.
PO BOX 6183
OMAHA, NE 68106-0183
(address)

CLERK OF THE CIRCUIT COURT

Jan 14, 2013

By: _____

Telephone: 1-800-878-3317

MUST BE FILED IN DUPLICATE

[Print or Type Names Under All Signature Lines]

Bar Form No. P-3.1010
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west
West
Asset
Management

7171 Mercy Road PO Box 6183 Omaha, NE 68106-0183 1-800-878-3317

COPY

01-04-2013

Reference: Enclosed claim by West Asset Management, Inc. for

Client Name	AMERICAN EXPRESS
Client Account Number	4006
Balance Owing	$34,215.15

Regarding:

Decedent's Name	SIMON BERNSTEIN
Estate / Docket Number	502012CP004391XXXXSB
Date of Death	09-13-2012
Social Security Number	

STATE OF FL

COUNTY OF PALM BEACH

Court File No. 502012CP004391XXXXSB

In Re: Estate of
SIMON L BERNSTEIN

WRITTEN STATEMENT OF CLAIM

TO THE PERSONAL REPRESENTATIVE OF THE ABOVE NAMED ESTATE:

Claimant Wells Fargo Bank, N.A. states;

1. Claimant's Address: Attn: Specialty 1 HOME CAMPUS, MAC# X2303-023, Des Moines, IA 50328;

2. Claimant claims that the estate is indebted or will become indebted in the amount of $523,019.85 **plus any interest accrued after the date of this claim and any fees and/or costs accrued after the date of this claim that are required to secure the recovery of the original claim amount).;**

3. That the nature of the claim is Home Equity Line of Credit Account Number ending in 190001;

4. That the claim arose prior to the death of the decedent on or about 6/8/2004, or the claim arose at or after the death of the decedent, on or about 9/13/2012;

5. That claim is secured by 7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496;

6. That claim was or will be due and payable as per terms of contract.

7. That if the claim is contingent or un-liquidated, the nature if the uncertainty is as follows:

Dated Thursday, October 25, 2012

Wells Fargo Bank, N.A.

Debra Borrall

Debra Borrall, Vice President Loan Documentation

Wells Fargo Servicing Center
1 Home Campus
Des Moines, IA 50328-0001
MAC # X2303-023
866-401-7737

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
CIRCUIT PROBATE 2
2012 NOV -9 PM 2:51

COPY

Note: Claim may be presented to Personal Representative or filed with Court Administrator.

Copy Mailed to Attorney
on NOV 16 2012
Clerk of Circuit Civil
By: ELIZABETH BERTONE

HEQPBCL 101612

TS004641

DRT ____ RLS ____

CLIENT/CASE MAINTENANCE

Client No. **11187.007**
Date Added: **4/30/13**

CLIENT NAME: **Bernstein, Ted**

Address: **950 Peninsula Corporate Circle**
Suite 3010
Boca Raton, FL 33487

Telephone: **(561) 988-8984 ext.101** Fax: **988-0833**

Contact Name: **Bernstein, Ted**

Referral Source:

CASE NAME: **Bernstein, Ted**
Continuing Trusts for Grandchildren

Related Parties:

Name:
Address:
Tel:
Fax:
Relationship:

Name:
Address:
Tel:
Fax:
Relationship:

Kimberly Moran

From: Kimberly Moran

Sent: Monday, June 24, 2013 11:56 AM

To: 'lisa@friedsteins.com'

Cc: Donald Tescher; Robert Spallina

Subject: Bernstein - Grandchildren's Trusts for Max and Carley

Attachments: Will of Simon L. Bernstein dated 07-25-2012.pdf; Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012.pdf

Dear Ms. Friedstein:

Attached are copies of your father's Last Will and revocable trust agreement executed on July 25, 2012. The trusts for your children are created under these documents, and the accounts should be titled "Lisa Friedstein, Trustee f/b/o (Max Friedstein/Carley Friedstein) under the Simon L. Bernstein Trust dated July 25, 2012.

The EIN's are as follows:

1. For Carley's trust: EIN: 30-6372585
2. For Max's trust: EIN: 30-6372584

If you have any further 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

BERNSTEIN GRANDCHILDREN

Parent: Ted Bernstein

Alexandra Bernstein	7/12/88	30-6348370
Eric Bernstein	7/6/89	30-6348371
Michael Bernstein	3/12/92	30-6348372

Parents: Eliot and Candice Bernstein

Daniel Bernstein	11/26/02	30-6348373
Jake Bernstein	1/1/99	30-6348374
Joshua Bernstein	8/27/97	30-6348368

Parents: Jill and Guy Iantoni

Julia Iantoni	1/7/01	30-6348369

Parents: Pam and Adam Simon

Molly Simon	12/3/90	30-6372583

Parents: Lisa and Jeff Friedstein

Max Friedstein	1/30/96	30-6372584
Carly Friedstein	2/17/98	30-6372585

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

PETITION FOR ADMINISTRATION
(testate Florida resident)

Petitioners, ROBERT L. SPALLINA and DONALD R. TESCHER, allege:

1. Petitioners have an interest in the above estate as the named co-personal representatives under the decedent's Will. The Petitioner's addresses are 7387 Wisteria Avenue, Parkland, FL 33076 and 2600 Whispering Oaks Lane, Delray Beach, FL 33445, respectively, and the name and office address of petitioners' attorney is set forth at the end of this Petition.

2. Decedent, SIMON L. BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 76, and whose social security number is xxx-xx-5211, died on September 13, 2012, at his 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)
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Ave. Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th St. Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult

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Reviewed October 1, 1998

Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult
Robert L. Spallina and Donald R. Tescher, co-Trustees of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012	4855 Technology Way, Suite 720 Boca Raton, FL 33431	Trust	

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of his death.

5. Robert L. Spallina and Donald R. Tescher, whose addresses are listed above, and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the decedent's estate are entitled to preference in appointment as co-personal representatives because they are the persons designated to serve as co-personal representatives 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 $ Unknown .

7. This estate will not be required to file a federal estate tax return.

8. The original of the decedent's last will, dated July 25, 2012, 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 Robert L. Spallina and Donald R. Tescher be appointed as co-personal representatives of the estate of the decedent.

Under penalties of perjury, we declare that we have read the foregoing Petition for Administration, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2012.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

_____
Robert L. Spallina, Petitioner

By:_____
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Email: rspallina@tescherspallina.com

_____
Donald R. Tescher, Petitioner

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Kimberly Moran

From: Pam Simon [pambsimon@me.com]
Sent: Monday, April 29, 2013 10:31 AM
To: Ted Bernstein
Cc: Donald Tescher; David (Scooter) Simon; Robert Spallina; Kimberly Moran
Subject: Re: Bernstein Grandchildren's Trusts

Also asking trust id# - thanks

On Apr 29, 2013, at 8:32 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:

> Thanks Don - banks are asking for copy of trust. Is what you provided here enough to open accounts? I am in jury duty today with limited access to phone and email.
>
> Ted Bernstein
> 561-988-8984
> tbernstein@lifeinsuranceconcepts.com
>
> On Apr 29, 2013, at 8:15 AM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:
>
>> Attached is an executed copy of Simon's Revocable Trust datedJuly 25, 2012. The relevant provisions are Article II. B. and C. which identify the beneficiaries and the manner in which their shares are to be administered, and Article IV. C.2.a.on page 16 which discusses the trustees for the grandchildren's trusts. Ted, please forward this to your siblings and advise them that they need to open a bank or brokerage account in the name of the trust for each child. The accounts will be titled: "_____(name of parent-trustee), Trustee F/B/O _____(name of child) under the Simon L. Bernstein Trust dated 7/25/2012".
>>
>> We are in the process of assigning tax ID numbers for each of the 10 trusts. We will use the addresses for each of the parent-trustees. Once we have the numbers assembled, we will forward them to you.
>>
>> 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
>>
>> If you would like to learn more about TESCHER & SPALLINA, P.A.,
>> please visit our website at
>> www.tescherspallina.com<http://www.tescherspallina.com/>
>>
>> Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.
>>
>> The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.
>>

>> <Simon L. Bernstein Amended and Restated Trust Agreement dtd
>> 7-25-2012.pdf>

Donald Tescher

From: Donald Tescher
Sent: Monday, April 29, 2013 8:15 AM
To: 'Ted Bernstein'
Cc: 'pambsimon@me.com'; 'David (Scooter) Simon'; Robert Spallina; Kimberly Moran
Subject: Bernstein Grandchildren's Trusts
Attachments: Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012.pdf

Attached is an executed copy of Simon's Revocable Trust datedJuly 25, 2012. The relevant provisions are Article II. B. and C. which identify the beneficiaries and the manner in which their shares are to be administered, and Article IV. C.2.a.on page 16 which discusses the trustees for the grandchildren's trusts. Ted, please forward this to your siblings and advise them that they need to open a bank or brokerage account in the name of the trust for each child. The accounts will be titled: "_____(name of parent-trustee), Trustee F/B/O _____ (name of child) under the Simon L. Bernstein Trust dated 7/25/2012."

We are in the process of assigning tax ID numbers for each of the 10 trusts. We will use the addresses for each of the parent-trustees. Once we have the numbers assembled, we will forward them to you.

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

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

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

Donald Tescher

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Saturday, April 27, 2013 3:07 PM
To: Donald Tescher; Pam Simon
Subject: RE: Bernstein Grandchildren's Trusts Under Simon Bernstein Revocable Trust

Once the trust accounts are open at the bank you are using, the money can be wired right after you send me account info.

From: Donald Tescher [mailto:dtescher@tescherspallina.com]
Sent: Saturday, April 27, 2013 2:00 PM
To: Pam Simon
Cc: Ted Bernstein
Subject: Re: Bernstein Grandchildren's Trusts Under Simon Bernstein Revocable Trust

Yes, when I get in on Monday I will email out a PDF copy of the trust. As to funding, speak to Ted as the only funding that may take place now is coming from Shirley's trust that, based on the exercise of the power of appointment, is to be added to these trusts.

Sent from my iPhone
Donald R Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way
suite 720
Boca Raton, FL 33431
561-997-7008
Cell: 561-901-7972

On Apr 27, 2013, at 1:45 PM, "Pam Simon" <pambsimon@me.com> wrote:

> Can we get a copy of Simon's trust and molly's tax id #? also, how long between opening the account and wiring the money/
>
> On Apr 27, 2013, at 10:54 AM, Donald Tescher <dtescher@tescherspallina.com> wrote:
>
> > Give them a copy of Simon's trust. If they have any questions, you can refer them to me.
> >
> > Sent from my iPhone
> > Donald R Tescher, Esq.
> > Tescher & Spallina, P.A.
> > 4855 Technology Way
> > suite 720
> > Boca Raton, FL 33431
> > 561-997-7008
> > Cell: 561-901-7972
> >
> > On Apr 27, 2013, at 11:39 AM, "David \(Scooter\) Simon" <dsimon@stpcorp.com> wrote:
> >
> > > Will do but bank wants copy of trust
> > >
> > > On Apr 27, 2013, at 10:32 AM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:
> > >
> > > > Pam: you need to open a banking or brokerage account in your name as trustee of the trust for the benefit under your father's trust. We can provide a tax ID number. Any distribution to the trust from Shirley's trust will come from Ted who is the trustee of that trust.

Donald Tescher

From: Donald Tescher
Sent: Wednesday, April 24, 2013 10:16 AM
To: 'Ted Bernstein'
Cc: Robert Spallina
Subject: RE: Bernstein Grandchildren's Trusts Under Simon Bernstein Revocable Trust

Ted:

We will need each grandchild's full name and date of birth. Each parent (you and your siblings) will be the trustee of their child's trust. At age 25 the child becomes a co-trustee. Each of the trusts will be assigned a tax ID number. You all can individually decide where you wish to open any bank or brokerage accounts. All of the provisions for these trusts are spelled out in Simon's Trust document. As trustees, you each have fiduciary duties and responsibilities to your beneficiary-child.

Unless separately engaged by us, we do not represent the grandchildren or their trustee-parent with respect to these trusts. At the conclusion of Simon's estate administration, Robert and I as the personal representatives and trustees will cause the remaining assets of his estate and trust to be distributed to these trusts.

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

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

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, April 24, 2013 9:11 AM
To: Donald Tescher
Subject: Re: Bernstein Grandchildren's Trusts Under Simon Bernstein Revocable Trust

Don - I will call you today. None of the grandchildren are 25 yet.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 23, 2013, at 4:09 PM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:

Call Jant
Chris
appointment
Done
4/24/13
D

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

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:

Donald Tescher

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, April 22, 2013 8:06 PM
To: Donald Tescher
Subject: Trusts for my kids

Donald - what do we need to do for creation of the 3 kids trusts to establish enough for me to transfer money into their accounts? I have paperwork from JP Morgan to open accounts. Is this something we can do in next day or two?

Thanks...

Ted
561-988-8984
tbernstein@lifeinsuranceconcepts.com

TS004659

[redacted]

Fair Market Value Appraisal
Of
Personal Property
Prepared for
The Estate of Mr. Simon Bernstein

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Table of Contents

Page 1. Report Cover

Page 2. Table of Contents

Page 3-4. Scope of Work/Terms and Conditions

Page 4. List of Equipment and Reference Materials

Page 5-9. Body of Appraisal

Page 10. NAJA Certification of Appraisal Practice

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April Matteini, G.G.
A. Matteini & Co. LLC
Fair Market Value Appraisal
Scope of Work /Terms and Conditions

This appraisal (the "Appraisal") has been prepared by April L. Matteini, G.G. and A. Matteini& Co. LLC (the "Appraiser") and is intended solely for the use of The Estate of Mr. Simon Bernstein (the "Client"), or Client's duly authorized representative, and shall not be disseminated to, relied upon by, or used by any third party. By acceptance and/or use of the Appraisal and/or this appraisal report (the "Appraisal Report") by Client or Client's authorized representative(s), Client agrees to these Scope of Work/Terms and Conditions. The Appraisal Report may not be reproduced in any form without the written consent of Appraiser. Appraiser assumes no responsibility for any unauthorized use of the Appraisal. Possession of the Appraisal Report or any copy of it does not carry with it the right of publication.

To determine the value of the property subject to the Appraisal, Appraiser has used the Market Comparison approach. This approach considers the most accessible information on recent sales of like material. The market comparison approach determines the value which one would pay for an object of similar style, origin, artistic merit or maker. The values in this report are the Fair Market Values, as defined by the IRS, for the piece(s) on September 13, 2012, the date of Mr. Bernstein's death. The appraised property is assumed to be marketable. The value is not valid for retail purposes. In no way does the Appraisal constitute an offer to buy. The Appraisal should not be construed as proof of ownership of the items appraised. The appraised value is based on Appraiser's professional opinion and is not guaranteed. No opinion is expressed as to future or past value. Opinion of quality and grade may vary upon reexamination by another qualified appraiser/gemologist. Changing market conditions may require reappraisal and updated valuation in the future. It shall be Client's obligation to request a reappraisal

Unless noted, Appraiser personally inspected each item of property included in the Appraisal Report. Any sizes or weights were measured, but must still be considered approximate. The weights of mounted gemstones are estimated using accepted gemological formulas. Actual unmounted weights may differ. The quality of the evaluation of a gemstone may differ when removed from the mounting. Some enhancing treatments of diamonds and/or colored gemstones are undetectable by standard gemological equipment. Detection of any enhancements is limited to the gemological equipment on hand. Client has the option, at Client's expense, to submit any article described in the Appraisal to a fully equipped gemological laboratory for further evaluation. Mountings bearing a metal karat or content mark have not been tested to verify their content. Unless otherwise noted, watch cases have not been opened to prevent the voiding of any manufacturer's warranties. The condition of any item, unless otherwise noted, should be considered fair to good.

The descriptions of property in the Appraisal Report are statements of opinion and are not an endorsement expressed or implied, as to the merchantability, correctness of description, genuineness, authenticity or provenance of the particular piece described. The photographs attached to the Appraisal Report are for reference only and not an accurate representation of the size, color, or condition of the gemstone or jewelry.

Fees for the Appraisal are calculated hourly and/or as a flat fee. Compensation to Appraiser for completing the Appraisal is not contingent upon reporting a predetermined value, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the Appraisal.

Client shall indemnify, defend, and hold Appraiser harmless from and against any actions, claims, liabilities, expenses,

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incurred as a result of claims based on or arising from the appraisal, including but not limited to claims raised by third parties unrelated to the immediate purpose of this appraisal. Any controversy or claim arising out of or relating to this Terms and Conditions, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The jewelry of The Estate of Mr. Simon Bernstein was appraised on May 14, 2013 at the office of Tescher & Spallina, 4855 Technology Way, Suite 720, Boca Raton, FL 33431. This Appraisal Report contains ten (10) pages.

As requested by counsel, this Appraisal Report has been provided via e-mail to Client's counsel, hard copies may be requested by contacting A. Matteini & Co.

Spot gold on September 13, 2012: $1773.40 USD per oz.

Estimated Total Fair Market Value: $63,205.00 (Sixty-three thousand two hundred five USD)

List of Equipment and Reference Materials

1. Stereo Microscope
2. Day light lamp
3. UV lamp
4. Fiber optic lamp
5. Gem refractometer
6. Hand held diamond gauge
7. Portable scale
8. Hand held eye loupe 10X
9. Hand held spectroscope
10. GemOro Master Diamond Grading Set (E, G, I, K, M)
11. Industry pricing guides

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Item No. 001
Platinum and Diamonds Ring Mounting
Designed as a three-stone ring mounting with a center four-prong basket head for a round stone, flanked by two round brilliant cut diamonds in similar heads, tapering hoop, signed David Stein, stamped PLAT, 6.128 dwt gross weight

Two (2) Round Brilliant Cut Diamonds
Measurements: 5.05mm x 5.05mm x 3.05 and 5.10mm x 5.12mm x 3.00mm
Carat weight: .47ct each by formula, .94cts total weight by formula
Clarity: VS2
Color: G

Estimated Fair Market Value: $1,625.00
(One thousand six hundred twenty-five USD)

Item No. 002
One (1) Round Brilliant Cut Diamond
Measurements: 10.65mm x 10.72mm x 6.6
Carat weight: 4.78ct
Clarity: SI2
Girdle: medium to thick (indented naturals)
Culet: none
Color: I

Estimated Fair Market Value: $31,300.00
(Thirty-one thousand three hundred USD)

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Item No. 003
Platinum and Diamonds Ring Mounting
Three stone ring mounting, designed for a rectangular cut center stone with a basket-style head, flanked by two triangle brilliant cut diamonds set in similar heads, cathedral style tapering hoop stamped Pt 950, 5.08 dwt gross weight

Two (2) Triangle Brilliants Cut Diamonds
Measurements: 6.4mm x 6.6mm x 2.70mm & 6.28mm x 7.0mm x 2.80mm
Carat weight: .65ct by formula & .70ct by formula, 1.35cts total weight by fomula
Clarity: VS2, SI1
Girdle: faceted, very thick
Color: I

Estimated Fair Market Value: $2,420.00
(Two thousand four hundred twenty USD)

Item No. 004
One (1) Radiant Cut (Modified Rectangular Brilliant) Diamond
Measurements: 11.12mm x 10.95mm x 6.85mm
Carat weight: 7.18ct
Clarity: I1
Color: J

Estimated Fair Market Value: $19,500
(Nineteen thousand five hundred USD)

Item No. 005
Platinum and Diamonds Band
Designed in an eternity style with round brilliant cut diamonds in a shared prong mounting, composed of eighteen (18) round brilliant cut diamonds, 4.90dwt gross weight
Eighteen (18) Round Brilliant Cut Diamonds
Measurements: ranging in sizes 3.7-3.8mm x 2.3-2.4mm
Carat weight: approximately .20ct each, 3.60cts total weight by formula
Clarity: SI1-I1 (most are chipped)
Color: H-I

Estimated Fair Market Value: $1,145.00
(One thousand one hundred forty-five USD)

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Item No. 006
14kt Yellow Gold Bracelet
Designed with elongated, flat curb links, lobster claw closure, stamped 585, 8.02dwt gross weight

Estimated Fair Market Value: $315.00
(Three hundred fifteen USD)

Item No. 007
14kt Yellow Gold and Moss Agate Pendant Necklace
Featuring a tooth shaped piece of polished moss agate with yellow gold end caps (one end loose) suspended from a reeded rolo link chain, stamped 585, chain weight 5.89dwt

Estimated Fair Market Value: $230.00
(Two hundred thirty USD)

Item No. 008
14kt Yellow Gold Neck Chain
Designed with stylized rope twist design links and figure '8' links, completed by a lobster claw closure, stamped 585, approximately 15in., approximately 35.0 dwt

Estimated Fair Market Value: $1,365.00
(One thousand three hundred sixty-five USD)

Item No. 009
14kt Colored Jade Cluster Ring
Designed with six pear-shaped jade cabochons in a floral motif, (red, white lavender, black) in two-prong and v-prong heads, with stylized gold wire leaf accents, on a simple yellow gold hoop, stamped 14k, 4.12 dwt gross weight

Estimated Fair Market Value: $140.00
(One hundred forty USD)

Item No. 010
14kt Yellow Gold Hunter's Case Pocket Watch
43mm case with engine turned details, white enamel dial with Roman numerals (case back would not open)

Estimated Fair Market Value: $350.00
(Three hundred fifty USD)

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Item No. 011
Pair of Costume Jewelry Earrings
Design as chandelier earrings with rhinestone accents, white metal mounting
Estimated Fair Market Value: No Commercial Value

Item No. 012
14kt Yellow Gold Signet Ring
Gentleman's ring, top features a stylized B intitial, signed Tiffany & Co. stamped 14kt, maker's mark for Larter & Sons, 9.37dwt gross weight
Estimated Fair Market Value: $490.00
(Four hundred ninety USD)

Item No. 013
14kt Yellow Gold and Sapphires Cufflinks
Designed as florentine finish ovals centered by round faceted blue sapphires, 2.5mm, set in applied low prong heads, applied oval frame with circular opening, signed Avedon, stamped 14k, swivel hinged finding, 6.56dwt gross weight
Estimated Fair Market Value: $255.00
(Two hundred fifty-five USD)

Item No. 014
18kt Yellow Gold Coin Pendant Watch
Corum, Swiss made, Circa 1970
Limited Edition Design Commemorating the Foundation of the State of Israel
One side features 12 Stars of David for the Twelve Tribes of Israel and reads: "Long Live the People of Israel", verso features 2 Stars of David and a Menorah, swiveling within a custom made oval, open frame; together with a curb link watch chain with spring ring and swivel hook, stamped 585 maker's mark, 11.66 dwt
Estimated Fair Market Value: $4,000.00
(Four thousand USD)

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Item No. 015
18kt Yellow Gold, Diamonds and Enamel Pin
Rectangular pin, 17mm x 18mm, with a yellow gold frame and black enamel background featuring the initials AI with single cut diamond accents, stamped 18k, 2.30dwt gross weight

Ten (10) Single Cut Diamonds
Carat weight: .02ct each, .20cts total weight by formula
Clarity: VS2
Color: G-H

Estimated Fair Market Value: $70.00
(Seventy USD)

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National Association of Jewelry Appraisers
Certification of Appraisal Practice

I, April L. Matteini, a Certified Member of NAJA, certify that, to the best of my knowledge and belief that:

1. The statements of fact contained in this appraisal report are true and correct:
2. The reported analysis, opinion and conclusions are limited only by the reported assumptions and limiting conditions, and are this appraiser's personal, unbiased, professional analysis, opinions, conclusions and valuations.
3. This appraiser has no present or prospective interest in the object (s) which is the subject of this appraisal report which might prevent making a fair and unbiased appraisal
4. The appraiser has no personal interest or bias with respect to the parties involved; the appraiser does not have a personal or business relationship with the parties involved which would lead a reasonable person to question the objectivity and validity of this report
5. The appraiser's compensation is not contingent upon action or event resulting from the analyses, opinions, or conclusions in, or the use of this report;
6. This appraiser's compensation is based on an hourly rate and is not dependent upon the amount of value determined at the conclusion of the work, neither as a fixed percentage of the value determination, nor as compensation connected to a predetermined scale relating fee to value range;
7. This appraiser has made a personal, physical inspection of the object(s) specified in this report;
8. This appraiser received no separate significant professional assistance;
9. The analyses, opinions, conclusions and valuation in this report were developed and the report prepared, in conformity with the National Association of Jewelry Appraiser's Professional Code of Ethics
10. The knowledge developed in the appraisal will be maintained confidential between this appraiser and the client.
11. This appraiser does not have a potential future interest in the articles specified in this appraisal report.
12. This appraiser does have a personal/business relationship with the parties requesting this appraisal report
13. This Estimated value was provided as a service to the client and the appraiser was not involved in the sale of the appraised item(s).

April L. Matteini, G.G. (Gemological Institute of America)
Certified Member, National Association of Jewelry Appraisers
A. Matteini & Co. LLC

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PAYER'S Name, Street Address, City, State, and ZIP code

JOHN HANCOCK LIFE INS. CO. (U.S.A.)
1-800-689-7937,WWW.JHPENSIONS.COM
PO BOX 600
BUFFALO,NY,14201-0600

1913

RECIPIENT'S Name and Address

0259732 01 AT 0.374 **AUTO T7 0 0506 33496- 8899- 01

SIMON L BERNSTEIN
GRP008533900
7020 LIONS HEAD LANE
BOCA RATON, FL 33496-5931

1 Gross distribution $ 4150.00	2a Taxable amount $ 4150.00	OMB No. 1545-0119 **2012** **Form 1099-R: Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.** This information is being furnished to the Internal Revenue Service
2b Taxable amount not determined	Total distribution	
3 Capital gain (included in Box 2a) $	4 Federal income tax withheld $ 415.00	
5 Employee contributions/ Designated Roth contributions or insurance premiums $	6 Net unrealized appreciation in employer's securities $	
7 Distribution code(s) 7 / IRA/ SEP/ SIMPLE	8 Other $ %	**COPY C** For Recipient's Records
9a Your percentage of total distribution %	9b Total employee contributions $	
12 State tax withheld $	13 State/Payer's state no.	14 State distribution $
15 Local tax withheld $	16 Name of locality	17 Local distribution $

Customer service phone number (800) 689-7937	10 Amount allocable to IRR within 5 years $	11 1st year of desig. Roth contrib.
PAYER'S Federal ID # 01-0233346	RECIPIENT'S ID # XXX-XX-5211	Account Number (see instructions) GRP008533900

FORM **1099-R** (keep for your records) www.irs.gov/form1099r Department of the Treasury - Internal Revenue Service

PAYER'S Name, Street Address, City, State, and ZIP code

JOHN HANCOCK LIFE INS. CO. (U.S.A.)
1-800-689-7937,WWW.JHPENSIONS.COM
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RECIPIENT'S Name and Address

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7 Distribution code(s) 7 / IRA/ SEP/ SIMPLE	8 Other $ %	**COPY 2** File this copy with your state, city, or local income tax return, when required.
9a Your percentage of total distribution %	9b Total employee contributions $	
12 State tax withheld $	13 State/Payer's state no.	14 State distribution $
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RECIPIENT'S Name and Address

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7 Distribution code(s) 7 / IRA/ SEP/ SIMPLE	8 Other $ %	**COPY B** Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.
9a Your percentage of total distribution %	9b Total employee contributions $	
12 State tax withheld $	13 State/Payer's state no.	14 State distribution $
15 Local tax withheld $	16 Name of locality	17 Local distribution $

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FORM **1099-R** www.irs.gov/form1099r Department of the Treasury - Internal Revenue Service

TS004670

Fair Market Value Appraisal
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Table of Contents

Page 1. Report Cover

Page 2. Table of Contents

Page 3-4. Scope of Work/Terms and Conditions

Page 4. List of Equipment and Reference Materials

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April Matteini, G.G.
A. Matteini & Co. LLC
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This appraisal (the "Appraisal") has been prepared by April L. Matteini, G.G. and A. Matteini& Co. LLC (the "Appraiser") and is intended solely for the use of The Estate of Mr. Simon Bernstein (the "Client"), or Client's duly authorized representative, and shall not be disseminated to, relied upon by, or used by any third party. By acceptance and/or use of the Appraisal and/or this appraisal report (the "Appraisal Report") by Client or Client's authorized representative(s), Client agrees to these Scope of Work/Terms and Conditions. The Appraisal Report may not be reproduced in any form without the written consent of Appraiser. Appraiser assumes no responsibility for any unauthorized use of the Appraisal. Possession of the Appraisal Report or any copy of it does not carry with it the right of publication.

To determine the value of the property subject to the Appraisal, Appraiser has used the Market Comparison approach. This approach considers the most accessible information on recent sales of like material. The market comparison approach determines the value which one would pay for an object of similar style, origin, artistic merit or maker. The values in this report are the Fair Market Values, as defined by the IRS, for the piece(s) on September 13, 2012, the date of Mr. Bernstein's death. The appraised property is assumed to be marketable. The value is not valid for retail purposes. In no way does the Appraisal constitute an offer to buy. The Appraisal should not be construed as proof of ownership of the items appraised. The appraised value is based on Appraiser's professional opinion and is not guaranteed. No opinion is expressed as to future or past value. Opinion of quality and grade may vary upon reexamination by another qualified appraiser/gemologist. Changing market conditions may require reappraisal and updated valuation in the future. It shall be Client's obligation to request a reappraisal

Unless noted, Appraiser personally inspected each item of property included in the Appraisal Report. Any sizes or weights were measured, but must still be considered approximate. The weights of mounted gemstones are estimated using accepted gemological formulas. Actual unmounted weights may differ. The quality of the evaluation of a gemstone may differ when removed from the mounting. Some enhancing treatments of diamonds and/or colored gemstones are undetectable by standard gemological equipment. Detection of any enhancements is limited to the gemological equipment on hand. Client has the option, at Client's expense, to submit any article described in the Appraisal to a fully equipped gemological laboratory for further evaluation. Mountings bearing a metal karat or content mark have not been tested to verify their content. Unless otherwise noted, watch cases have not been opened to prevent the voiding of any manufacturer's warranties. The condition of any item, unless otherwise noted, should be considered fair to good.

The descriptions of property in the Appraisal Report are statements of opinion and are not an endorsement expressed or implied, as to the merchantability, correctness of description, genuineness, authenticity or provenance of the particular piece described. The photographs attached to the Appraisal Report are for reference only and not an accurate representation of the size, color, or condition of the gemstone or jewelry.

Fees for the Appraisal are calculated hourly and/or as a flat fee. Compensation to Appraiser for completing the Appraisal is not contingent upon reporting a predetermined value, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the Appraisal.

Client shall indemnify, defend, and hold Appraiser harmless from and against any actions, claims, liabilities, expenses,

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incurred as a result of claims based on or arising from the appraisal, including but not limited to claims raised by third parties unrelated to the immediate purpose of this appraisal. Any controversy or claim arising out of or relating to this Terms and Conditions, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The jewelry of The Estate of Mr. Simon Bernstein was appraised on May 14, 2013 at the office of Tescher & Spallina, 4855 Technology Way, Suite 720, Boca Raton, FL 33431. This Appraisal Report contains ten (10) pages.

As requested by counsel, this Appraisal Report has been provided via e-mail to Client's counsel, hard copies may be requested by contacting A. Matteini & Co.

Spot gold on September 13, 2012: $1773.40 USD per oz.

Estimated Total Fair Market Value: $63,205.00 (Sixty-three thousand two hundred five USD)

List of Equipment and Reference Materials

1. Stereo Microscope
2. Day light lamp
3. UV lamp
4. Fiber optic lamp
5. Gem refractometer
6. Hand held diamond gauge
7. Portable scale
8. Hand held eye loupe 10X
9. Hand held spectroscope
10. GemOro Master Diamond Grading Set (E, G, I, K, M)
11. Industry pricing guides

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Item No. 001
Platinum and Diamonds Ring Mounting
Designed as a three-stone ring mounting with a center four-prong basket head for a round stone, flanked by two round brilliant cut diamonds in similar heads, tapering hoop, signed David Stein, stamped PLAT, 6.128 dwt gross weight

Two (2) Round Brilliant Cut Diamonds
Measurements: 5.05mm x 5.05mm x 3.05 and 5.10mm x 5.12mm x 3.00mm
Carat weight: .47ct each by formula, .94cts total weight by formula
Clarity: VS2
Color: G

Estimated Fair Market Value: $1,625.00
(One thousand six hundred twenty-five USD)

Item No. 002
One (1) Round Brilliant Cut Diamond
Measurements: 10.65mm x 10.72mm x 6.6
Carat weight: 4.78ct
Clarity: SI2
Girdle: medium to thick (indented naturals)
Culet: none
Color: I

Estimated Fair Market Value: $31,300.00
(Thirty-one thousand three hundred USD)

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Item No. 003
Platinum and Diamonds Ring Mounting
Three stone ring mounting, designed for a rectangular cut center stone with a basket-style head, flanked by two triangle brilliant cut diamonds set in similar heads, cathedral style tapering hoop stamped Pt 950, 5.08 dwt gross weight

Two (2) Triangle Brilliants Cut Diamonds
Measurements: 6.4mm x 6.6mm x 2.70mm & 6.28mm x 7.0mm x 2.80mm
Carat weight: .65ct by formula & .70ct by formula, 1.35cts total weight by fomula
Clarity: VS2, SI1
Girdle: faceted, very thick
Color: I

Estimated Fair Market Value: $2,420.00
(Two thousand four hundred twenty USD)

Item No. 004
One (1) Radiant Cut (Modified Rectangular Brilliant) Diamond
Measurements: 11.12mm x 10.95mm x 6.85mm
Carat weight: 7.18ct
Clarity: I1
Color: J

Estimated Fair Market Value: $19,500
(Nineteen thousand five hundred USD)

Item No. 005
Platinum and Diamonds Band
Designed in an eternity style with round brilliant cut diamonds in a shared prong mounting, composed of eighteen (18) round brilliant cut diamonds, 4.90dwt gross weight
Eighteen (18) Round Brilliant Cut Diamonds
Measurements: ranging in sizes 3.7-3.8mm x 2.3-2.4mm
Carat weight: approximately .20ct each, 3.60cts total weight by formula
Clarity: SI1-I1 (most are chipped)
Color: H-I

Estimated Fair Market Value: $1,145.00
(One thousand one hundred forty-five USD)

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Item No. 006
14kt Yellow Gold Bracelet
Designed with elongated, flat curb links, lobster claw closure, stamped 585, 8.02dwt gross weight

Estimated Fair Market Value: $315.00
(Three hundred fifteen USD)

Item No. 007
14kt Yellow Gold and Moss Agate Pendant Necklace
Featuring a tooth shaped piece of polished moss agate with yellow gold end caps (one end loose) suspended from a reeded rolo link chain, stamped 585, chain weight 5.89dwt

Estimated Fair Market Value: $230.00
(Two hundred thirty USD)

Item No. 008
14kt Yellow Gold Neck Chain
Designed with stylized rope twist design links and figure '8' links, completed by a lobster claw closure, stamped 585, approximately 15in., approximately 35.0 dwt

Estimated Fair Market Value: $1,365.00
(One thousand three hundred sixty-five USD)

Item No. 009
14kt Colored Jade Cluster Ring
Designed with six pear-shaped jade cabochons in a floral motif, (red, white lavender, black) in two-prong and v-prong heads, with stylized gold wire leaf accents, on a simple yellow gold hoop, stamped 14k, 4.12 dwt gross weight

Estimated Fair Market Value: $140.00
(One hundred forty USD)

Item No. 010
14kt Yellow Gold Hunter's Case Pocket Watch
43mm case with engine turned details, white enamel dial with Roman numerals (case back would not open)

Estimated Fair Market Value: $350.00
(Three hundred fifty USD)

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Item No. 011
Pair of Costume Jewelry Earrings
Design as chandelier earrings with rhinestone accents, white metal mounting
Estimated Fair Market Value: No Commercial Value

Item No. 012
14kt Yellow Gold Signet Ring
Gentleman's ring, top features a stylized B intitial, signed Tiffany & Co. stamped 14kt, maker's mark for Larter & Sons, 9.37dwt gross weight
Estimated Fair Market Value: $490.00
(Four hundred ninety USD)

Item No. 013
14kt Yellow Gold and Sapphires Cufflinks
Designed as florentine finish ovals centered by round faceted blue sapphires, 2.5mm, set in applied low prong heads, applied oval frame with circular opening, signed Avedon, stamped 14k, swivel hinged finding, 6.56dwt gross weight
Estimated Fair Market Value: $255.00
(Two hundred fifty-five USD)

Item No. 014
18kt Yellow Gold Coin Pendant Watch
Corum, Swiss made, Circa 1970
Limited Edition Design Commemorating the Foundation of the State of Israel
One side features 12 Stars of David for the Twelve Tribes of Israel and reads: "Long Live the People of Israel", verso features 2 Stars of David and a Menorah, swiveling within a custom made oval, open frame; together with a curb link watch chain with spring ring and swivel hook, stamped 585 maker's mark, 11.66 dwt
Estimated Fair Market Value: $4,000.00
(Four thousand USD)

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Item No. 015
18kt Yellow Gold, Diamonds and Enamel Pin
Rectangular pin, 17mm x 18mm, with a yellow gold frame and black enamel background featuring the initials AI with single cut diamond accents, stamped 18k, 2.30dwt gross weight

Ten (10) Single Cut Diamonds
Carat weight: .02ct each, .20cts total weight by formula
Clarity: VS2
Color: G-H

Estimated Fair Market Value: $70.00
(Seventy USD)

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National Association of Jewelry Appraisers
Certification of Appraisal Practice

I, April L. Matteini, a Certified Member of NAJA, certify that, to the best of my knowledge and belief that:

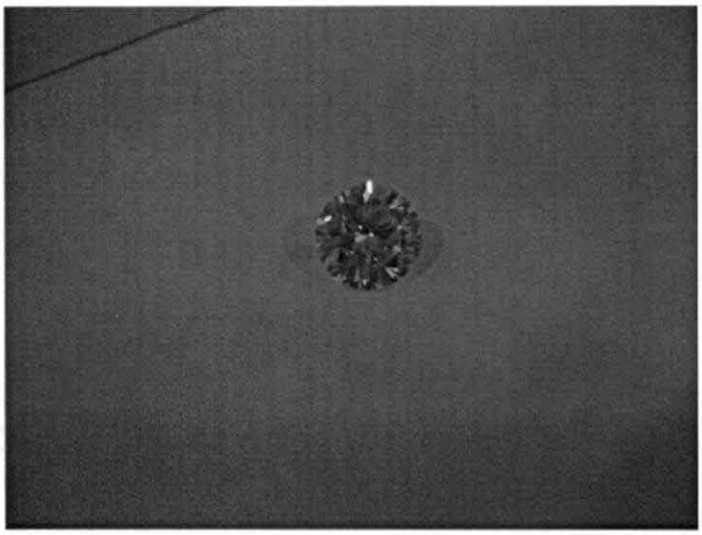
1. The statements of fact contained in this appraisal report are true and correct:
2. The reported analysis, opinion and conclusions are limited only by the reported assumptions and limiting conditions, and are this appraiser's personal, unbiased, professional analysis, opinions, conclusions and valuations.
3. This appraiser has no present or prospective interest in the object (s) which is the subject of this appraisal report which might prevent making a fair and unbiased appraisal
4. The appraiser has no personal interest or bias with respect to the parties involved; the appraiser does not have a personal or business relationship with the parties involved which would lead a reasonable person to question the objectivity and validity of this report
5. The appraiser's compensation is not contingent upon action or event resulting from the analyses, opinions, or conclusions in, or the use of this report;
6. This appraiser's compensation is based on an hourly rate and is not dependent upon the amount of value determined at the conclusion of the work, neither as a fixed percentage of the value determination, nor as compensation connected to a predetermined scale relating fee to value range;
7. This appraiser has made a personal, physical inspection of the object(s) specified in this report;
8. This appraiser received no separate significant professional assistance;
9. The analyses, opinions, conclusions and valuation in this report were developed and the report prepared, in conformity with the National Association of Jewelry Appraiser's Professional Code of Ethics
10. The knowledge developed in the appraisal will be maintained confidential between this appraiser and the client.
11. This appraiser does not have a potential future interest in the articles specified in this appraisal report.
12. This appraiser does have a personal/business relationship with the parties requesting this appraisal report
13. This Estimated value was provided as a service to the client and the appraiser was not involved in the sale of the appraised item(s).

April L. Matteini, G.G. (Gemological Institute of America)
Certified Member, National Association of Jewelry Appraisers
A. Matteini & Co. LLC

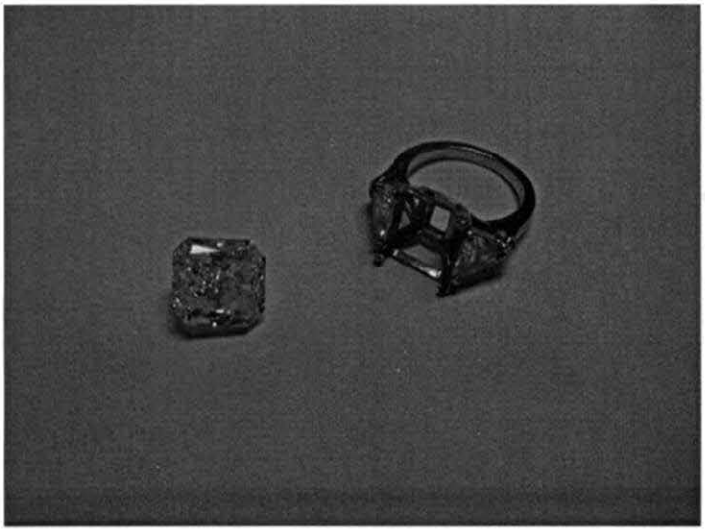
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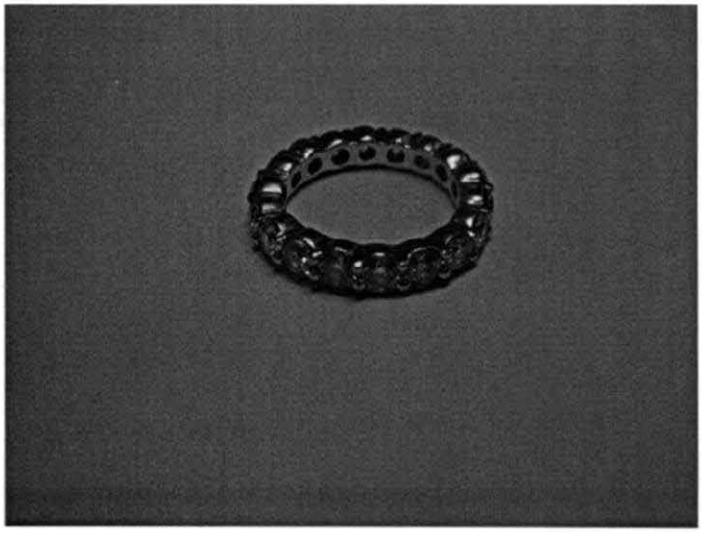
Item No. 001



item No. 002



Item No. 003 & 004



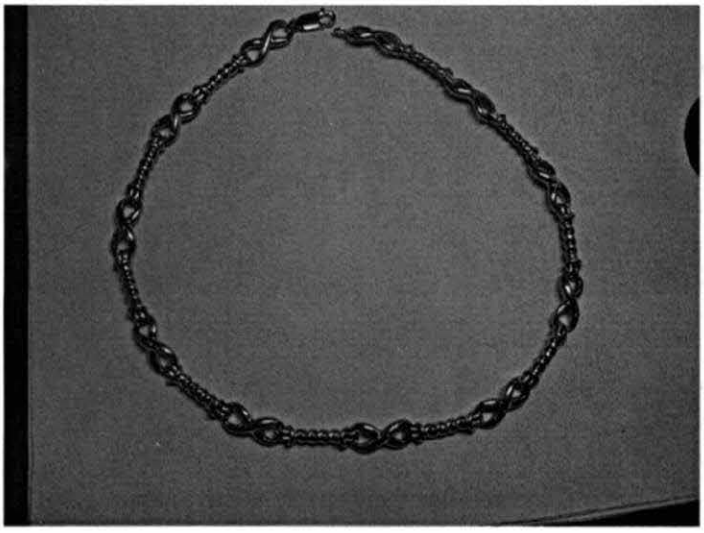
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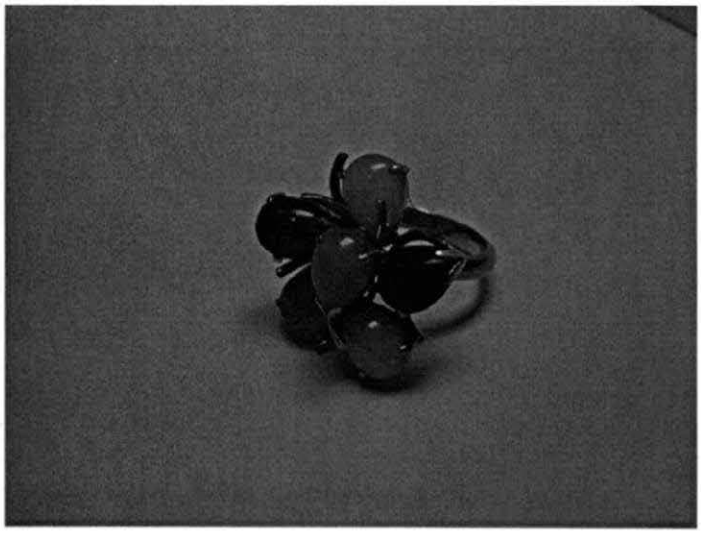
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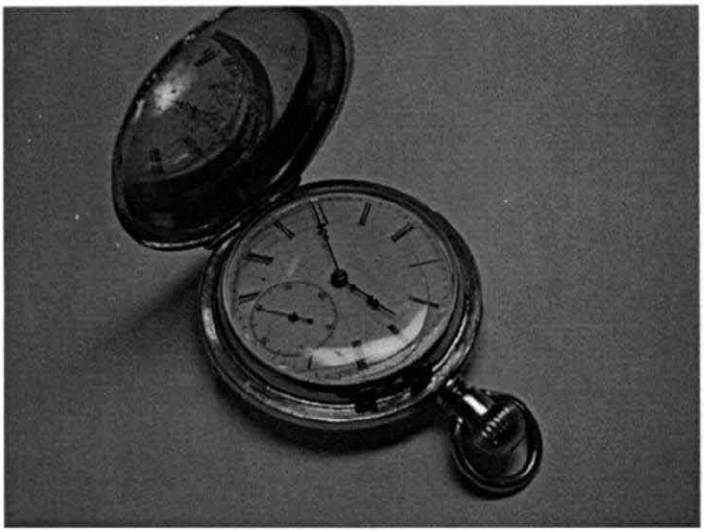
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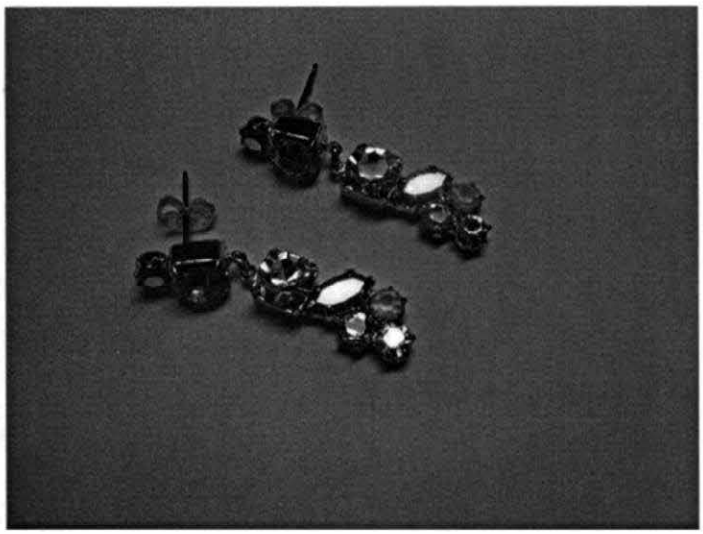
Item No. 008



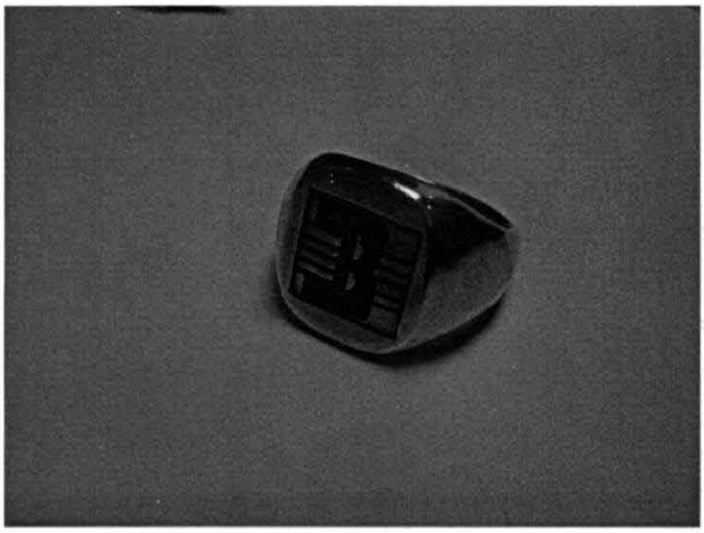
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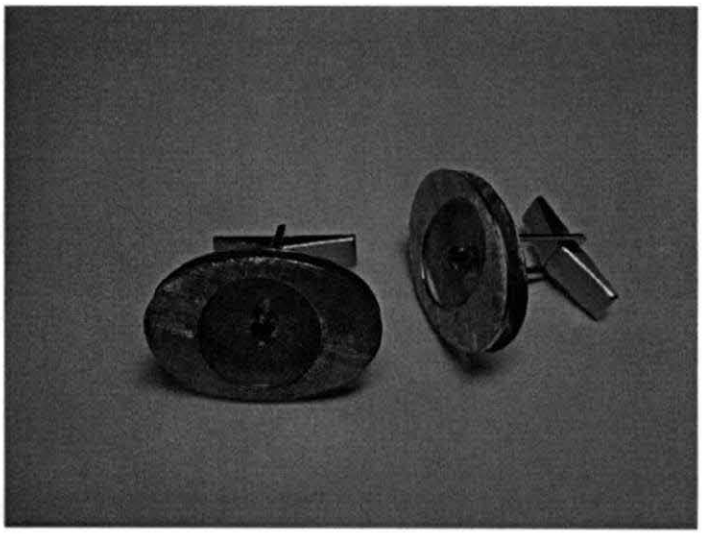
Item No. 010



Item No. 011



Item No. 012



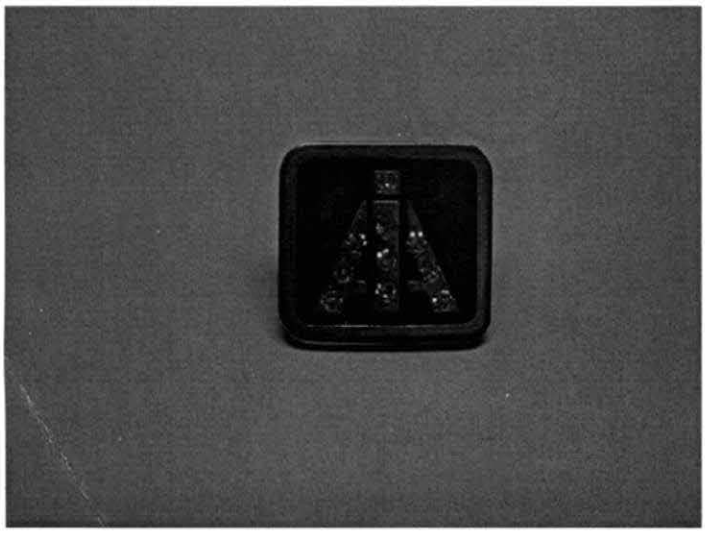
Item No. 013



Item No. 014



Item No. 014 verso



Item No. 015

FAIR MARKET VALUE APPRAISAL

PERSONAL PROPERTY OF

Simon L. Bernstein

Effective Date: September 13, 2012

Prepared by
Robert A. Hittel, ASA, ISA AM
3038 North Federal Highway
Building I
Fort Lauderdale, Florida 33306
(954) 563-2819

TABLE OF CONTENTS

COVER LETTER 1-5

DESCRIPTIONS AND VALUES Lions Head Lane 6-25

- Foyer 6-7
- Living area 7-8
- Powder room 8
- Dining area 8-10
- Kitchen 10-11
- Family room 11-13
- Powder room II 13
- West hall 13-14
- First floor northwest guest room 15
- First floor west guest room 15-16
- East sitting room 16-18
- Stairwell 18
- Study 18-19
- Upstairs west hall 20
- West upstairs bath/closet 20-21
- West upstairs bedroom 21-22
- North upstairs guest room 22-23
- South upstairs guest room 23
- West garage 24
- East garage 24
- Patio pool area 24-25

DESCRIPTIONS AND VALUES South Ocean Boulevard 26-32

- Elevator area 26
- Living/dining area 26-28
- Master bedroom 28-29
- Northeast guest room 29-30
- Kitchen/family area 30-31
- Northwest guest room 31-32
- Balcony 32

SUMMARY 33-34

PROFESSIONAL PROFILE OF ROBERT A. HITTEL 35-36

PROFESSIONAL PROFILE OF DIANE P. MARVIN 37-39

PHOTOGRAPHS ..... Addendum

FAIR MARKET VALUE APPRAISAL REPORT

January 22, 2013

Theodore Bernstein
880 Berkeley Street
Boca Raton, Florida 33487

Dear Mr. Bernstein,

At your request, Robert Hittel and Diane Marvin conducted an appraisal inspection and of the personal property located at 7020 Lions Head Lane, Boca Raton, Florida, and Robert Hittel conducted an appraisal inspection at 2494 South Ocean Boulevard, Unit C-5, Boca Raton, Florida. The property was represented as belonging to the estate of Simon L. Bernstein. The intended use of this appraisal is for the purpose of estate settlement.

This appraisal is to be used only for the function of estate settlement. Any other use of this appraisal renders it null and void. This report is intended for use by you, my client, your agents and by the Internal Revenue Service. Use of this report by others is not intended. In accordance with the *Uniform Standards of Professional Appraisal Practice* (USPAP), this report makes use of the Self-contained Appraisal Report option.

In this appraisal assignment I developed an opinion of **Fair Market Value**.

Treasury Estate Tax Regulation § 20.2031-1(b) defines fair market value as: "The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includible in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property to be determined by the sale price of an item in a market other than that in which the item is most commonly sold to the public, taking into account the location of the item whenever appropriate."

The total FAIR MARKET value of the appraised items listed is $51,135.00

Relevant dates associated with this assignment include the following:

- Date of Inspection: January 8, 2013
- Effective Date of Appraisal: Value opinions are effective as the date of death, which you stated was September 13, 2012
- Date of Report: This report was prepared and signed on this date, January 22, 2013

Scope of Work

The scope of work employed in this assignment, including the report content and the detail of that content, was dependent upon the needs of the client, the intended use of the report, the definition of value that we used, the effective date of the report, and the subject property's value-relevant characteristics.

- We personally inspected the items that are subject of this report to determine their value-relevant characteristics.
- While on site, we documented the relevant information in writing and took detailed high-resolution digital images of the property.
- We completed the necessary value research for past comparable sales and items currently offered for sale by searching Internet websites including, auction houses, completed E-bay sales, and specialty dealers.
- Value research also included making use of relevant resource books and value guides along with personal observations made at secondary market retail establishments, and local auctions and estate sales.
- We analyzed the market data, making adjustments as necessary for differences in value characteristics between the comparable and subject property, and arrived at our final opinion of value.
- Markets analyzed appeared stable: values were neither falling nor rising.
- For items of nominal value, for which extensive research is neither necessary, cost-effective, nor required by the client, minimal value research was conducted.
- We did not list foodstuffs, home office supplies, consumables, clothing (other than furs and appreciable articles of clothing having collector appeal), or items of personal nature such as family photographs, health aids, personal hygiene products, etc.
- No one provided us with significant assistance (either appraisal or otherwise) in the development of my opinions, analysis, or conclusions.

Approach to Value

After due consideration of the cost approach and the income approach, the sales comparison approach to value was employed to determine the fair market value of the subject properties. In the sales comparison approach, the most relevant market is researched to locate comparable items which have sold in the past or which are currently being offered for sale. Adjustments in value are made to reflect differences (if any) in value-relevant characteristics between comparable properties and the subject properties.

The appraisers have relied on information supplied to them by the client, concerning undisputed title to the objects, acquisition history and purchased price, etc. The client in accepting this report acknowledges that the information supplied by him has been accurately transcribed and utilized by the appraisers. The client, in accepting this report, also acknowledges that no significant information has been withheld from the appraisers which may have caused the appraisers to arrive at a valuation conclusion different from the one(s) stated in the report, had such information been known at the time of the report's preparation.

TS004689

Value conclusions were based on the appraisers' opinions of the items that were partially formed on critical assumptions based on information provided to the appraiser by the client. Critical assumptions are assumptions, which could be contrary to fact and which, if contrary to actual fact, could result in a different value conclusion.

Items were generally found to be in good condition and of good quality. Any alterations from original condition or damage are so noted in the appraisal report. Ordinary wear and tear common to these pieces is not noted. Quality, condition and desirability affect the appropriate market where items would be purchased by the public. This appraiser has considered several markets for the items of personal property.

All notes used in the preparation of this appraisal along with a copy of this appraisal are retained and are confidential. No one will have access without your permission. With the exception of you, my client, possession of this report or its copy does not carry with it the right of publication, nor may this report be used for any purpose by anyone other than you or authorized users without my previous written consent. If this report is reproduced, copied, or otherwise used it must be done so in the report's entirety including the cover document and all attachments. I am not responsible for any unauthorized changes to this report.

This report has been prepared, in conformity with the current version of the International Society of Appraisers Appraisal Report Writing Standard and Code of Ethics.

No change to any item in this report shall be made by anyone other than myself. Should, in conjunction with this appraisal, additional services of the appraiser be requested by the client, his agent, or his lawyer, or the courts (such as for added time researching for other value purposes, pretrial conferences, court appearances, court preparations, etc.), compensation for same time shall be at the customary hourly rate charged by the appraiser at that time.

The appraisers have based descriptions of the appraised objects on their professional experience in the field of antiques and residential contents, and on information supplied by third parties who are named in the report, when appropriate. Consequently, the appraisers believe that the descriptions of the appraised objects are accurate and correct. However, additional research by scholars in the field, at some point in the future, may cause the appraisers to alter their assessment of the objects described in the report. While every effort has been made by the appraisers to ascertain the accuracy of the descriptions of the appraised objects and their attributions, this report is not intended to serve as a certificate of authenticity or warranty.

Unless otherwise stated herein, the appraisal is based only on the readily apparent identity of the items appraised. In my opinion, no further guarantee of authenticity, genuineness, attribution, or authorship is required.

The appraisal values are based upon the whole interest undiminished by any liens, fractional interests, or any other forms of encumbrance. Mere possession of this appraisal is neither an indication of nor a certificate of title of ownership. Ownership and ownership interest at the time of donation were represented to me by you, my client, and no inquiry or investigation will be made nor is any opinion to be given as to the truth of such representation. There are no known prior sales of the subject property that have occurred within a reasonable time preceding the effective date of this appraisal.

There are no known current agreements of sale, validated offers, third-party offers to sell, options, or listings of the subject property as of the effective date of the appraisal. There are no known prior sales of the subject property that have occurred within a reasonable time preceding the effective date of this appraisal.

Certification of Appraisers

We certify that to the best of our knowledge and belief:

a. The statements of fact contained in this report are true and correct.

b. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

c. We have no past, present, or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

d. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

e. We have no bias with respect to the property that is the subject of this property or to the parties involved with this assignment.

f. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

g. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

h. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

i. Robert Hittel has made a complete personal inspection of the property that is the subject of this report. Diane Marvin has made a complete personal inspection of the property on Lions Head Lane in addition to examining the photographs of South Ocean Boulevard.

j. Unless noted elsewhere, no one provided significant professional assistance to the persons signing this report.

Unless otherwise stated, with the exception of the client or his agent, this appraisal is not intended to be used by or influence any particular person(s) or class(es) of persons, which might take some action in reliance upon it. Unless otherwise stated, this appraiser is not aware that the client intends to transmit any information contained in this report to any other person(s) or group(s). The appraiser's liability is limited to the client and the appraiser-identified intended users of this report as indicated herein to the exclusion of all others.

We are "qualified appraisers" within the meaning of Internal Revenue Reg. § 1.170A-13(c)(5) and we not "excluded appraisers" within the meaning of § 1.170A-13(c)(5)(iv). Our background, education, and experience qualify me to make appraisals of the type of property that is the subject of this appraisal. A list of our qualifications can be found in our Professional Profiles, which is attached to this report. We have not been prohibited from practicing before the IRS. We understand that a substantial or gross valuation misstatement resulting from an appraisal property that we know, or reasonably should have known, would be used in connection with an income tax return or claim for refund, may subject me to civil penalty under Internal Revenue Code § 6695A.

My Employee Identification Number (EIN) is: **20-8250332**

Sincerely,



Robert A. Hittel, ASA, ISA AM
Robert A. Hittel Appraisal Services, Inc.
Accredited Senior Appraiser American Society of Appraisers
Accredited Member of the International Society of Appraisers



Diane P. Marvin, ISA CAPP
Certified Member International Society of Appraisers

DESCRIPTIONS AND VALUES

Any damages will be noted in the appraisal report. Measurements, if provided, are in the order of HEIGHT first, WIDTH second, and DEPTH third. Measurements are approximate. The appraiser has seen all of the items listed.

7020 LIONS HEAD LANE, BOCA RATON, FL

FOYER

1.	NEEDLEPOINT RUG – 5 ½' X 3 ½' All over floral design with border, with additional colors of green, pink and brown		$60.00
2.	COPPER BOWL – 36" Turned, circular, undecorated		100.00
3.	BENCH Early 20th Century, Art Nouveau, mahogany, inlaid decoration, upholstered seat and back		400.00
4.	STATUES (2) Carved wood Lion, one standing, one sitting, glass eyes, modern decorative		700.00
5.	ORIENTAL RUG – 6' 2" X 3' 11" Hand knotted, wool on cotton, blue field, leafy scrolls and flowers, three borders, additional colors of tan, pink and ivory		100.00
6.	CENTER TABLE Octagonal beveled glass top, cast urn base with ring handles		350.00
7.	DECORATIONS - Ceramic sculpture by Fisher, couple kissing - (4) Glass cylinders with twigs, stones and silk orchids, various heights - Large covered pot with incised decoration, pottery	 20.00 175.00 50.00	245.00
8.	TALL CASE CLOCK 19th Century, oak, scroll bonnet, full turned columns flanking handpainted dial, Roman numerals, two key holes, second hand, calendar aperture, dial signed, "Hugh Roberts, Llangefni, Wales", paneled door flanked by half turned columns, bracket feet CONDITION: Refinished, restored		400.00

9.	PAINTING – 60" X 40" sight size Oil on canvas, flowering branches, no apparent signature, in wood frame		100.00
	TOTAL FOR FOYER:		**$2,455.00**
	LIVING AREA		
10.	MIRROR – 87" X 31 ½" Square, gold and silver lacquered frame		$200.00
11.	LITHOGRAPH – 12 ½" X 9 ¾" paper size Pierre August Renoir, French, (1841-1919) "Claude Renoir, Tête Baisée", "Cat. # Ruger-Marx #14", in gold frame Provenance: The J. L. Hudson Gallery, Michigan		1,000.00
12.	MISCELLANEOUS DECORATIONS		320.00
	- (2) White composition floor vases, over-all circle decoration	60.00	
	- Mirror, gold oval frame	10.00	
	- Statue - 60", pottery, Pre-Colombian style figure wearing head ornament and traditional costume	100.00	
	- Large metal bowl and pot, each with ring handles	70.00	
	- (2) Chargers, 31" and 27" round, lacquered on stands, Made in Vietnam	80.00	
13.	ARTIFICIAL FLORAL ARRANGEMENTS Silk lily and hydrangea in glass vase; silk orchid in ceramic vase; (7) silk calla lilies		55.00
14.	STANDS (2) Metal powder coated square tops on four footed pedestal base, two heights		75.00
15.	FLOOR SCREEN 6-fold, gold background with purple glitter flower outlines, black lacquer "frame", mounted on wall		300.00
16.	SECTIONAL SOFAS (2) Gold fabric upholstery, each in two sections, curved, skirted, together with eight toss pillows		1,000.00
17.	COCKTAIL TABLE Oval glass top, "hammered" metal base with concave shelf		300.00
18.	ORIENTAL RUG – 12' X 9' Hand knotted, wool on cotton, black field with all-over flower design, three borders, additional colors of tan and ivory, "washed" finish		600.00

TS004694

19.	BOWL – 19" diameter Waterford, "Evolution", round amber colored glass		75.00
20.	MISCELLANEOUS		85.00
	- Bowl - 18", ceramic with handpainted woman holding flower vase, signed, "Marsha B"	30.00	
	- Candlesnuffer	10.00	
	- (3) Silver composition candlesticks	45.00	
21.	MANTEL CLOCK – 12 ½" X 19 ½" Onyx, round enamel dial with Roman numerals, time and strike, sold through J.E. Caldwell & Co., Philadelphia		500.00
22.	FIREPLACE ACCESSORIES (2) Metal gate; black iron grate		50.00
23.	MISCELLANEOUS		215.00
	- (3) Silver metal candlesticks	30.00	
	- Standing iron Menorah	35.00	
	- Covered Urn – 56", pottery, with incised decoration	150.00	
	TOTAL FOR LIVING AREA:		**$4,775.00**
	POWDER ROOM		
24.	MIRROR Carved and painted wood, birds on flowering trees, Mexico		$100.00
25.	MISCELLANEOUS Plastic figural towel holder; mirror with woven frame; framed print of four 19th century girls, in gold frame; domed trunk with floral painted decoration; framed portrait of a man, signed, "Daniel Lanzig, 1977", in silver frame		125.00
	TOTAL FOR POWDER ROOM:		**$ 225.00**
	DINING AREA		
26.	MISCELLANEOUS DECORATIONS		$285.00
	- Blue ceramic vase with dried material	15.00	
	- Lucite Menorah – 24", blue and clear	50.00	
	- (3) Vases, purple and clear cased glass, elongated, various heights, "Nouvell"	60.00	
	- (2) Murano glass birds, pink	30.00	
	- Mezuzah, Lladro doves; enamel tulip decoration and Jay Strongwater box	55.00	
	- Cobalt blue glass vase with Orcidium orchids	50.00	
	- Mirrored vase with silk flowers	25.00	

27.	SCULPTURE – 15 ½" X 31" Lladro, "Gondola of Love", Ref. No: 1870		550.00
28.	ENGRAVINGS (8) – 7" X 10" image size Scenes of Jewish figures engaged in various gatherings, each signed and titled, in wood frames		200.00
29.	PAINTING – 28" X 19" sight size William Weintraub, American, 20th Century Oil on canvas, signed and dated, "Weintraub '73", young man with rifle, in wood frame		200.00
30.	LITHOGRAPH William Weintraub, American, 20th Century 85/200, portrait of two elderly men, in wood frame		75.00
31.	ARMOIRE English pine with whitewashed finish, carved basket and scroll crest, two paneled doors above two short and two long drawers, interior with shelves and three drawers		750.00
32.	CONTENTS OF ARMOIRE		1,180.00
	- Dinnerware (68) piece set, Wedgwood Etruria, "Embossed Queensware", blue and white, consisting of (16) cups, (14) saucers, (13) dinner plates, (14) bowls, (14) bread and butter plates, (13) luncheon plates	200.00	
	- Pair English porcelain salt and pepper shakers, birds; (9) colored glass water goblets; (6) colorless glass champagne stems	35.00	
	- (7) Waterford crystal wine glasses	215.00	
	- Pair of ceramic Garson Pakele candleholders	40.00	
	- Lenox footed cup; (8) glass cordial stems; (14) colorless glass balloon wines	30.00	
	- Versace plate, "Le Jardin de Versace"	25.00	
	- Portuguese ceramic dinner service, (12) pieces; (5) handpainted wine glasses; (4) martini glasses	35.00	
	- Group of (5) modern Asian porcelain plates and bowl; ceramic handpainted bowl; handmade ceramic sugar bowl; (3) metal and enamel Julia Knight bowls	100.00	
	- (8) Tracy Porter ceramic square plates; personalized ceramic wedding tray; Mexican ceramic tray	50.00	
	- Assorted napkin rings; chopsticks; napkins; (6) servicing pieces with crystal handles (matches set in Family Room); placemats	50.00	
	- Wood and sterling silver Judaica tray marked "Hazorfim" 925, (weight of silver unknown) 10 ½" x 13"	400.00	

TS004696

33.	FARM TABLE – 10' Bleached oak, rectangular top with breadboard ends, trestle base		750.00
34.	DINING CHAIRS (10) Whitewashed with rush seats, ladder back, consisting of (2) arm and (8) side chairs		550.00
35.	ETCHING – 7" X 5" sight size 3 / 4, portrait of a man, illegible pencil signature lower right, in frame		25.00
	TOTAL FOR DINING AREA:		**$4,565.00**
	KITCHEN		
36.	MISCELLANEOUS		$430.00
	- MacKenzie-Child's 2-handled vase and glass cake cover; (8) assorted ceramic bowls and pitchers; porcelain compote; glass pitcher with insert decoration; glass vase; glass bowl on stand	200.00	
	- (10) Assorted Italian/Portuguese ceramics, including vases, covered jars and planters	230.00	
37.	MISCELLANEOUS AND KITCHENWARE Serving trays and bowls; ceramic platters; assorted ceramic and porcelain dishes, plates; glass vase; (8) pieces Portuguese dinnerware (matches #32 in Dining Room); glass plates; stemware; Waterford crystal salt and pepper shakers; Japanese porcelain tea service; Franciscanware bowls; Waterford crystal pitcher; (8) Tracy Porter plates (matches #32 in Dining Room); McKenzie-Child's three piece canister set; (2) pieces purple enamel and metalware bowl and tray		800.00
38.	STEMWARE (16) Waterford crystal, consisting of red wines, white wines and champagne flutes		240.00
39.	MISCELLANEOUS KITCHENWARE Assorted everyday bake ware, cookware, flatware, serving pieces, cutlery, utensils; trivets; microwave oven; Keurig coffee machine; toaster; can opener; blender		160.00
40.	SCULPTURES (3) Contemporary glazed pottery, signed, "Polly Cook", bust of man holding arrow, bust of a women holding heart and bust of man and woman kissing		150.00

TS004697

41.	COMPUTER Dell, model no. 1908PL, LCD monitor, wireless key pad, together with Altec Lansing speakers		60.00
42.	PRINTER HP All-In-One Deskjet F380		20.00
43.	SIDE CHAIRS (3) Brown leather and chrome, contemporary style		150.00
44.	DISH – 7" Daum, France, purple and green pate de verre glass with lizard rim		80.00
45.	MIRROR Metal, enamel and crystal, oval mirror plate		25.00
	TOTAL FOR KITCHEN:		**$2,115.00**
	FAMILY ROOM		
46.	MISCELLANEOUS		$200.00
	- Giuseppe Armani porcelain figural group, boy and girl on swing	50.00	
	- Ceramic Menorah; clock; glass and metal box; pair Italian glass figural candlesticks; crystal bunny figure; crystal rhinoceros – chipped; etched glass paperweight of soldier at Wailing Wall - chipped	45.00	
	- Swarovski flower vase and humming bird on branch	30.00	
	- Murano glass fish - 15" x 15"	60.00	
	- Waterford crystal golf club	15.00	
47.	SCREEN PRINT / GICLEE Ben (Benjamin) Schonzeit, American, (b.1942) Still life of flowers in a vase, signed, "Schonzeit", in silver metal frame		300.00
48.	SERVER Rectangular glass top and carved sliding door, wood base with chrome supports and rail, interior shelves and two drawers		375.00
49.	CONTENTS OF SERVER Assorted plates; plastic and silver metal flatware; flatware set with crystal handles		50.00
50.	BAR STOOLS (4) Steel with blue ultrasuede seats, contemporary style		300.00

TS004698

51.	SCULPTURES (2) – 36 ½" Black metal, each an abstract bust with cutout, no apparent signature, together with wood cube pedestals		250.00
52.	SECTIONAL SOFA Leather and suede, brown and beige with sections, contemporary style, with toss pillows and throws		650.00
53.	COCKTAIL TABLE Two round glass tops on circular chrome supports, round base		100.00
54.	LACQUER BOXES Set of three, graduated sizes, Sklar Furnishings		105.00
55.	DISPLAY CABINET Oval wood with silver finish, two curved glass doors, lighted		150.00
56.	CONTENTS OF DISPLAY CABINET		1,100.00
	- Shofar horn; (3) hand blown Italian glass pitchers; Mezuzah; Halcyon Days enamel box	50.00	
	- Lladro – 12", Japanese woman and bocage, "Geisha", Ref. No. 4807	75.00	
	- Pair of Lladro porcelain nudes, approximately 10"	300.00	
	- Lladro – 10", "Puppy Love", Ref. No. 1127	50.00	
	- (2) Figures, composition, Bichon dog	10.00	
	- Lladro – 12 ½", Japanese rickshaw with man and passenger, "Ride in China", Ref. No. 1383	500.00	
	- Lladro – 11", girl seated in chair, "Appreciation", Ref. No. 1798	100.00	
	- Royal Doulton, "Queen of the Dawn'	15.00	
57.	MISCELLANEOUS		655.00
	- Large Shofar, metal mounted	45.00	
	- Lladro, Moses with tablets, "Moses", Ref No. 5170	60.00	
		25.00	
	- Green glass figure of an Asian man	400.00	
	- Lladro – 15", woman on balcony with flower pots, "Far Away Thoughts", Ref. No. 1798	25.00	
	- Metal sculpture of dancer	100.00	
	- Lladro – 14", "Wine Taster", Ref. No. 5239		
58.	ELECTRONICS		125.00
	- VCR, Sanyo, model no. VWM900	5.00	
	- DVD player, Panasonic, model no. DVD-527	10.00	
	- Compact Disc Player Player, Nakamichi, model no. CDC-3A	40.00	
	- Audio Speaker/Amp Selector, Niles, model no. MSA-10A	25.00	
	- Receiver, Onkyo, model no. TX-SR602	45.00	

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59.	TELEVISION – 60" Mitsubishi, model no. VS60111, rear screen projection, 2002 CONDITION: Obsolete – no commercial value		0.00
60.	CARD TABLE SET (5) Square red glass top, metal base, contemporary style, together with (4) side chairs, gray plastic and silver metal frame		200.00
61.	VASE – 15 ½" Anthony Corradetti, art glass, signed, "Corradetti 1995", hand blown with colored abstract decoration		125.00
	TOTAL FOR FAMILY ROOM:		**$4,685.00**
	POWDER ROOM II		
62.	MISCELLANEOUS		$120.00
	- Pietra dura clowns - 6 ½" x 4 ½"	30.00	
	- Phantom of the Opera poster, basket; (2) painted wood boxes; "Princess" painting	40.00	
	- Indian wood carved mirror	50.00	
	TOTAL FOR POWDER ROOM II:		**$ 120.00**
	WEST HALL		
63.	CONTENTS OF CLOSET Assorted pillows		$40.00
64.	ETCHING – 11" X 9" sight size Pencil signed lower right, "H. Bender", seated man, in wood frame		25.00
65.	SERIGRAPH – 18" X 12" sight size Stanley Handelman, American / Israeli, (20th – 21st Century) 28/250, pencil signed lower right, "Handelman (imp)", Israeli soldiers, in gold metal frame		25.00
66.	DRAWING – 27" X 18" sight size Moshe Gat, Israeli, (b.1935) Ink and wash on paper, signed lower right, "Moshe Gat", portrait of a man, in silver wood frame		150.00
67.	SERIGRAPH – 12" X 18" sight size Stanley Handelman, American / Israeli, (20th – 21st Century) 32/250, pencil signed lower right, "Handelman (imp)", Wailing Wall, in silver wood frame		25.00

68.	ETCHING – 12" X 9" sight size Pencil signed lower right, "H. Bender", two figures, in wood frame		25.00
69.	PHOTOGRAPHS (5) Assorted travel subjects, portraits, in silver wood frame (4) – 7" x 9" (1) – 12" x 10"		50.00
70.	SERIGRAPH – 20" X 23" sight size Yaacov Agam, American/Israeli, (b.1928) "EA", pencil signed lower right, "Agam", multicolor geometric design, in silver metal frame		350.00
71.	LITHOGRAPHS (3) – 22" X 18" sight size Romain (Erte) de Tirtoff, American/Russian, (1892-1990) Figures "6", "8" and "9", in wood frames		225.00
72.	CHEST Floral decorated wood, nailhead trim		25.00
73.	SCULPTURE – 28" Porcelain, standing lady, Marked "Austin Productions 1988"		50.00
74.	LITHOGRAPH – 28" X 26" sight size Norman Rockwell, "Shuffleton's Barbershop", in gold metal frame		75.00
75.	MIRROR – 32" X 30" Round top, beveled mirror plate, wormwood frame		50.00
76.	WALL PLAQUE – 38" X 20" Resin, female figure in relief		25.00
77.	MIRROR – 29" Painted and carved wood, circular, with conforming beveled mirror plate		100.00
78.	VASES (2) - 14", glazed pottery, Polly Cook, woman with a hat - 13", glass, Kosta Boda, woman	 50.00 75.00	125.00
79.	NEEDLEPOINT PICTURE – 12" X 14" Young man seated, in silver wood frame		10.00
80.	CONTENTS OF CLOSET Assorted kitchenware, appliances, vases; (2) silverplate trays; cleaning equipment		100.00
	TOTAL FOR WEST HALL:		**$1,475.00**

FIRST FLOOR NORTHWEST GUEST ROOM

81.	PAINTING Oil on ridged canvas, multicolor, in gallery wrap frame	$100.00
82.	MIRRORS (2) – 30" X 18" Metal and glass, rectangular mirror plate	80.00
83.	SIDE TABLE Painted wood, circular top with shell decoration, "Made in China"	25.00
84.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 96 and 179	25.00
85.	SLEEPER SOFA Blue and beige striped fabric, with accessory pillows	75.00
86.	END TABLES (2) Polished metal cubes	40.00
87.	FIGURAL GROUP – 12" X 19" X 14" Capo-di-Monte, children around a table	60.00
88.	FLOOR LAMP Black metal tripod body and base, white ceramic shade	30.00
89.	SIDE CHAIR Seated woman painted on wood, metal base, "Made in China" NOTE: Matches # 109	25.00
90.	CABINET Medium stain pine, rectangular top, golfing scene on two painted doors, single drawer	40.00
91.	WALL PLAQUE – 32" X 44" Oval painted wood, "St. Andrews", with two wood shaft club attached	25.00
92.	MISCELLANEOUS (2) Glass stemware; lamp with white fabric shade; porcelain sculpture of woman, repairs - no commercial value; figural sculpture; assorted games	75.00
	TOTAL FOR FIRST FLOOR NORTHWEST GUEST ROOM:	**$ 600.00**

FIRST FLOOR WEST GUEST ROOM

93.	FIGURINE – 13 ½' Lladro, "Golfing Couple", Ref. No. 1453	$100.00

94.	CONTENTS OF CLOSET Luggage; (2) lamps; pillows; table linens	75.00
95.	NESTING TABLES (3) Lacquered wood, tapered legs, "Made in Vietnam"	30.00
96.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 84 and 179	25.00
97.	BED Maple and maple parquet veneer headboard, queen size, together with mattress only	100.00
98.	NIGHTSTAND Faux painted wood, single drawer, single shelf	10.00
99.	FIGURINE Plaster, standing man, Austin Production	25.00
100.	LAMP Silver wood, glass decoration, gray fabric shade	25.00
101.	PAINTING – 30" X 23" sight size Oil on canvas, Van Gogh copy, in wood frame	50.00
102.	MISCELLANEOUS (2) Porcelain figurines; purple glass plate; vase with artificial arrangement	30.00
103.	DESK CHAIR Black fabric, metal base	10.00
104.	ARMOIR Green antique stain wood with floral painted panels, single door, interior shelves, single drawer	100.00
105.	SIDE CHAIR Seated woman painted on wood, metal base, "Made in China" NOTE: Matches # 89	25.00
	TOTAL FOR FIRST FLOOR WEST GUEST ROOM:	**$ 605.00**
	EAST SITTING ROOM	
106.	BAR Brown metal and oval clear glass top, bow front, polished metal support	$100.00

107.	BARSTOOLS (2) Enameled wood and metal, black fabric seat, swivel		90.00
108.	VASES (2) Clear glass, with arrangement; polished metal in rectangular glass stand		50.00
109.	SERIGRAPH - 20" X 15" sight size Woman holding a cigarette, no apparent signature, in gold metal frame		50.00
110.	CONTENTS OF CABINET Small amount of assorted every day dinnerware, glassware, flatware		40.00
111.	DECORATIVE ITEMS Metal openwork footed bowl; fruit decorated painted chest, ring pulls, metal paw feet		50.00
112.	PAINTING - 60" X 24" sight size Oil on canvas, flowers in vase, no apparent signature, in black wood frame		50.00
113.	CONTENTS OF CABINET Small amount of dinner and glass ware; Murano green glass vase; (4) painted terracotta female figures		60.00
114.	END TABLE Circular glass top, metal base		10.00
115.	LAMP Bronze color wood, glass decoration, purple fabric shade		25.00
116.	SOFAS (2) Red Ultrasuede upholstery, crescent form, with single ottoman, by "American Leather"		250.00
117.	AREA RUG - 5' 3" X 8' Wool, hand tufted, multicolor circles, "Made in China"		75.00
118.	END TABLE Half oval glass top, polished metal support and base		40.00
119.	ELECTRONICS - Television - 50", Samsung, DLP, model no. HLR5087W, 2005 - DVD, Sony, model no. DVP-NS41P	50.00 5.00	55.00
120.	MISCELLANEOUS Color halftone print, "St. Andrews"; ceramic vase with artificial arrangement; pewter bowl		25.00

TS004704

121.	MIRROR Whitewashed wood, rectangular frame, conforming beveled mirror plate		25.00
	TOTAL FOR EAST SITTING ROOM:		**$ 995.00**
	STAIRWELL		
122.	PAINTING – 72" X 64" sight size Oil on canvas, abstract scene, no apparent signature, in wood frame		$100.00
	TOTAL FOR STAIRWELL:		**$ 100.00**
	STUDY		
123.	TILT TOP TABLE Late 19th – early 20th Century, papier maché, shaped top, painted and mother-of-pearl decoration		$250.00
124.	FLOOR VASES (2) Beige ceramic, with artificial tree arrangements		100.00
125.	GLOBE Plastic, earth with mother-of-pearl countries, on polished metal stand		35.00
126.	BOOKS Approximately (500) books, hardcover, novels, cookery, art, reference		150.00
127.	FIGURINES (4) - Lladro – 4 ½", seated clown, "Pierrot with Puppy", Ref. No: 5277 - Lladro – 3", "Rabbit Eating, Ref. No: 4772 - Lladro – 4" X 6", plaque, seated Don Quixote - Lladro – 4 ¾", kneeling clown, "Pierrot with Puppy and Ball", Ref. No: 5278	25.00 25.00 10.00 25.00	85.00
128.	TELEVISION – 17" Zenith, LCD, model no. L17W36, 2003		25.00
129.	DESK ORGANIZER Painted wood, gallery, two doors, interior shelves and cubbies		25.00
130.	FIGURINES (4) - Lladro – 12", "Anniversary Dance", Ref. No: 1372 - Lladro – 13 ¼", "Golfing Couple", Ref. No: 1453 - Lladro – 10 ½", "Golfer", Ref. No: 4824 - Lladro – 10 ½", "Daisy", Ref. No: 5118	75.00 100.00 50.00 100.00	325.00

131.	KALEIDOSCOPES (2) Brass, mirror and glass; plastic on Lucite stand		20.00
132.	ELECTRONICS		145.00
	- Laptop, Dell Latitude, model no. D830, 2008	50.00	
	- Scanner, Visioneer, model no. 9750USB	75.00	
	- Monitor – 17", Dell, flat panel	20.00	
133.	MISCELLANEOUS Porcelain dog; Murano style glass woman; plaster figure, "Fiddler on the Roof", chipped - no commercial value; resin figure, seated woman, "Florence"; "Red Ryder" BB gun		75.00
134.	FIGURE – 9" Lladro, standing girl CONDITION: Missing stick		25.00
135.	STEUBEN GLASS (2) Etched signatures		275.00
	- "American Eagle" – 6 ¼", # 8304	200.00	
	- Seashell – 3 ½" x 4"	75.00	
136.	TABLE Light stain wood, rectangular top, trestle support		40.00
137.	DESK CHAIR Gray upholstery, metal base, flipper arms		10.00
138.	SIDE TABLE Circular mosaic top, metal base		20.00
139.	ARM CHAIRS (2) Rattan and metal, circle back, tapered legs		50.00
140.	SIDE TABLE Circular marble top, tripod metal base		30.00
141.	TELESCOPE – 21" Reproduction 18th Century style reflecting telescope, brass, "Culpepper Instruments, England", "12=059/1982", tripod base		350.00
142.	PLANTER Painted with relief decoration, made in Mexico		50.00
143.	BENCH Black painted metal, scroll arms		40.00
	TOTAL FOR STUDY:		**$2,125.00**

UPSTAIRS WEST HALL

144.	PAINTING – 23" X 31" sight size Oil on canvas, river, trees and city, illegible signature, in gold wood frame	$50.00
145.	LITHOGRAPH 22/275, pencil signed lower right, "Joy", Japanese style, seated woman with bird, in wood frame	30.00
146.	FLOOR VASE Asian style painted ceramic, with artificial arrangement	25.00
147.	CONTENTS OF KITCHEN Small amount of everyday dinnerware, glassware; microwave; coffee maker	40.00
148.	RUNNER – 2 ½' X 10' Wool, beige and tan squares, black accents	10.00
	TOTAL FOR UPSTAIRS WEST HALL:	**$ 155.00**

WEST UPSTAIRS BATH / CLOSET

149.	TELEVISION – 19" Vizio, LCD, model no. VA19L HDTV10T	$30.00
150.	MISCELLANEOUS ON COUNTER Enameled crab; (9) assorted glass perfume bottles, some with chips; silverplate tray	50.00
151.	PRINT – 12" X 9" sight size 96/200, "713", pencil signed lower right, "Mike Levy", King David at Jerusalem, in silver metal frame	25.00
152.	BAKER'S RACK Brown metal, scroll legs, four tiers	30.00
153.	MISCELLANEOUS Potpourri basket; vase with artificial arrangement; pot with arrangement; tree form metal towel rack; ceramic couple; (2) area rugs	25.00
154.	SLIPPER CHAIR Green floral upholstery	25.00
155.	TELEVISION – 19" Vizio, model no. VA19L HDTV10T	30.00

156.	GARMENT STEAMER Rowenta		10.00
	TOTAL FOR UPSTAIRS BATH / CLOSET:		**$ 225.00**
	WEST UPSTAIRS BEDROOM		
157.	CHEST OF DRAWERS Late 19th – early 20th Century, stripped finish, shaped top, three drawers		$75.00
158.	MISCELLANEOUS ON CHEST Plaster sculpture - 22", girl with dog; artificial arrangement in wood pot; lamp, ceramic and wood body, fabric shade		30.00
159.	ARMOIRE Whitewashed pine, overhanging rounded cornice, two doors, fitted interior		400.00
160.	ELECTRONICS - Television – 47", Vizio, model no. M470NV, 2011 - VCR, Panasonic, model no. DVD-S27	100.00 10.00	110.00
161.	DOUBLE CHAIR Carved wood frame, leather with nailhead trim, floral fabric seat with accent pillows, by Robb and Stuckey		250.00
162.	NIGHTSTAND Mirror and silver metal, single drawer, two doors		50.00
163.	LAMP Polished metal, white glass shade, adjustable		10.00
164.	SLEIGH BED Medium stain wood, kingsize, together with mattress, box spring and frame		150.00
165.	CHEST Whitewashed pine, carved decoration		40.00
166.	AREA RUG – 8 ½' X 5' Wool, all over floral decoration on tan field, lightly sculpted		50.00
167.	NIGHTSTAND Medium stain wood, bow front, three drawers, by Tommy Bahama		50.00
168.	LAMP Tiffany style, bronze colored metal base, stained glass shade		45.00

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169.	MISCELLANEOUS Upholstered stool; (2) throw rugs – 24" x 34"	30.00
170.	TREADMILL Life Fitness, T3	100.00
171.	PAINTING – 54" X 60" Multi media, abstract flowers, squares, no apparent signature	100.00
172.	FIGURINE – 28" Lladro, Gres finish, woman with paint palette, "Portrait", Ref. No: 4942	600.00
173.	PLANTER Painted with relief decoration, made in Mexico	50.00
174.	BISTRO SET (3) Black painted metal, circular table top, together with (2) side chairs	60.00
175.	BENCH Black painted metal, scroll arms	40.00
	TOTAL FOR WEST UPSTAIRS BEDROOM:	**$2,240.00**
	NORTH UPSTAIRS GUEST ROOM	
176.	CHILD'S BENCH Pine, "L" form with storage	$40.00
177.	CHILD'S ROCKER Rattan and wicker, with pink cushion	25.00
178.	NIGHTSTAND Pine, rectangular top, single drawer	20.00
179.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 84 and 96	25.00
180.	BED Light stain wood, fullsize, together with mattress, box spring and frame	75.00
181.	SCREEN – 61" X 36" Light stain wood, three panels, cutouts for photographs	10.00
182.	TELEVISION – 20" JVC, CRT, with VCR CONDITION: Obsolete - no commercial value	0.00

183.	STAND Medium stain wood, bamboo and cane accents		25.00
	TOTAL FOR NORTH UPSTAIRS GUEST ROOM:		**$ 220.00**
	SOUTH UPSTAIRS GUEST ROOM		
184.	CHEST Bombé, shaped marble top, medium stained wood, floral decorations, three drawers		$30.00
185.	LOW CHAIR Woven rattan, wood legs		35.00
186.	ARMOIRE Medium stain wood, overhanging cornice, two doors with lattice inserts, over two solid doors		75.00
187.	TELEVISION – 32" Vizio, LCD, model no. VO32OE, 2009		45.00
188.	WOOD CARVING Painted and carved, seated figure		20.00
189.	GICLÉE – 46" X 64" On canvas, "The Beatles", 353/950, stylized photograph of the album cover of the Beatles first album release in the United States in 1964		100.00
190.	NIGHTSTANDS (2) - Early 20th Century, stripped pine, painted floral decoration, single drawer over door - Medium stain pine, rectangular top, three drawers, bracket feet	40.00 25.00	65.00
191.	LITHOGRAPHS (2) – 11" X 17" Late 19th Century, landscape with figures and animals, in black and gold wood frames		50.00
192.	SLEIGH BED Medium stain wood, Queen size, head and foot board, together with mattress, box spring, and frame		75.00
193.	LAMP Gold wood, glass decoration, purple shade		25.00
	TOTAL FOR SOUTH UPSTAIRS GUEST ROOM:		**$ 520.00**

WEST GARAGE

194.	GOLF CART Club Car, white, roof console, headlights, Serial No. CCI102519301, 2010	$2,000.00
195.	WALL UNITS (2) Mica, brass pulls – no commercial value	0.00
196.	CONTENTS OF WALL UNIT Assorted shoes, towels – no commercial value	0.00
197.	PAINTING – 84" X 48" sight size Barry Leighton Jones, English, (1932 – 2011) Oil on canvas, signed lower right, "Leighton Jones", European dock scene with boats, in gallery wrap frame	100.00
198.	CABINET Medium stain and painted wood, magazine rack	25.00
199.	MISCELLANEOUS (2) Sets golf clubs, with bags; assorted golf bags; step ladder; assorted household items	100.00
	TOTAL FOR WEST GARAGE:	**$2,225.00**

EAST GARAGE

200.	MISCELLANEOUS Mica cabinet - no commercial value; step ladder; cleaning equipment; vases; shredder	$30.00
201.	REFRIGERATOR Amana, top freezer, red, 18 cubic foot, Model No. ATF1822MRH00	75.00
	TOTAL FOR EAST GARAGE:	**$ 105.00**

PATIO / POOL AREA

202.	PATIO FURNITURE Woodard, brown powder coated aluminum with sling seating, consisting of (2) double gliders, serving cart, (6) dining arm chairs, oval dining table/umbrella, (8) swivel bar stools, (2) ottoman, (4) chaise lounges, (3) side tables	$2,000.00

203.	METAL STATUARY		2,800.00
	- (2) Metal cranes, 5' and 6'	400.00	
	- (3) Cherubs on a swan	300.00	
	- (3) Children on a log fishing	300.00	
	- Angel holding fish	100.00	
	- Seated boy on stump with fishing pole	300.00	
	- Nude woman on chaise, Leonardo Rossi	1,000.00	
	- Golfer holding clubs and lantern	150.00	
	- Young girl dressed in her mother's clothes, Jim Davidson (located at front entrance)	250.00	
204.	PLANTERS		500.00
	- (4) Large pottery with incised decoration	200.00	
	- (2) Mexican, round	100.00	
	- (3) Assorted ceramic frogs and turtle	100.00	
	- Tall pottery with line decoration (front entrance)	50.00	
	- Pottery with fish decoration	50.00	
205.	MISCELLANEOUS		440.00
	- Cast cement pelican	100.00	
	- Metal pedestal	50.00	
	- Cast cement turtle	35.00	
	- Curved cement and tile bench	50.00	
	- Assorted silk flowers – no commercial value	0.00	
	- Cement succulent; (2) ladles; (6) metal watering cans; (2) terracotta clocks; terracotta pot	60.00	
	- Mexican ceramic giraffe	40.00	
	- (2) Mexican sun plaques	70.00	
	- (2) Plastic pots with silk plant	35.00	
	TOTAL FOR PATIO / POOL AREA:		**$5,740.00**
	TOTAL FOR LIONS HEAD LANE:		**$36,270.00**

2494 SOUTH OCEAN BLVD, BOCA RATON, FL

ELEVATOR AREA

206.	ARM CHAIRS (2) Tan leather, wood legs, designed by Umberto Assnago for Giorgetti		$600.00
207.	CONSOLE TABLE Rectangular marble top, chrome "U" shape support		150.00
208.	OCCASIONAL TABLE Brown metal, circular top, shaped base		50.00
209.	MISCELLANEOUS Painted fabric sun; pewter bowl; artificial arrangement with ceramic vase		40.00
	TOTAL FOR ELEVATOR AREA:		**$ 840.00**

LIVING / DINING AREA

210.	PAINTING – 48" X 48" sight size Oil on canvas, signed lower left, "R. A. Braudes", landscape with abstract squares, in gold wood frame		$250.00
211.	WALL UNIT Dark stain oak, three cabinets, two open shelves NOTE: Attached to wall		500.00
212.	ELECTRONICS		450.00
	- Television – 46", Samsung, LCD, model no. LNT4665 FX/XAA, 2007	150.00	
	- Bose AV18 Media Center, with subwoofer and (5) speakers	300.00	
	- Dish box, VIP 822 DVR – not owned	N/A	
213.	MISCELLANEOUS DECORATIVE ITEMS (3) Wood picture frames on stands; (3) vases; candlestick; vase; bowl; floor vase with artificial arrangement		75.00
214.	MIRROR – 23" X 21" Jay Strongwater, enameled birds and butterflies, style no. SHM3012455		2,000.00
215.	SECTIONAL SOFA Beige upholstery, square form, "L" shape, with accessory pillows, rear wood shelving, Bowetepi		400.00
216.	COCKTAIL TABLE Square glass top, chrome supports, smoked glass base		150.00

217.	AREA RUG - 7' X 5' Wool, light tan with black stripes, made in India		30.00
218.	CANDELABRA - 7" X 30" Jay Strongwater, 54/250, branches with leaves and butterflies		1,000.00
219.	TUB CHAIRS (2) Beige leather with dark stain wood trim, by Montbel, with accessory pillows		400.00
220.	END TABLE Circular glass mirror top, metal tulip base, by Arteriors		100.00
221.	FLOOR LAMP - 75" Designed by Orlando Favaretto, (6) gooseneck lamps, chrome body, plastic shades, by De Majo		200.00
222.	MISCELLANEOUS (4) - (2) Orange glass, (1) black and white terracotta, all with artificial arrangements - Artificial arrangement, in glass vase	100.00 25.00	125.00
223.	TILES (7) Multicolor abstract geometric designs, verso reads, "Lineage Tile"		175.00
224.	SOFA AND OTTOMAN Designed by Rick Lee, rust leather upholstery, symmetrical form, "Arclounge" by American Leather		300.00
225.	END TABLE - 18" X 10" X 12" Circular top, appears to be petrified wood, tripod tapered leg base		250.00
226.	PLANT STAND Polished gray metal, square form, single shelf		50.00
227.	MISCELLANEOUS Artificial arrangement in glass vase; black metal candlestick		40.00
228.	DINING TABLE - 72" diameter Circular glass top, circular six legged metal base		250.00
229.	DINING CHAIRS (8) Designed by Chi Wing Lo, tan leather back and seat, maple trim and legs, by Giorgetti		1,200.00
230.	ARTIFICIAL ARRANGEMENT In white glazed pot		20.00
231.	MIRROR - 84" X 48" Silver wood, wavy form, rectangular mirror plate		150.00

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232.	SIDE TABLE Designed by Fabio Di Bartolomei, circular glass top, twist glass support, on wood base, by "Fiam", Italy	200.00
233.	VASE Painted frosted glass with artificial arrangement CONDITION: Paint loss	5.00
234.	FLOOR CANDLESTICKS (3) Dark stain wood, Arts and Craft style	30.00
235.	SCULPTURE – 92" Wood, resin, glass, folk art style, painted and decorated board, with glass inset and resin base	100.00
236.	CONTENTS OF HALL BATH Mirror - 28"x 24", gold wood, beveled mirror plate; (2) wall sconces; (2) artificial arrangements in pots	75.00
	TOTAL FOR LIVING / DINING AREA:	**$8,525.00**

MASTER BEDROOM

237.	PAINTINGS (2) – 18" X 14" sight size Larry Laslo, American, (20th – 21st Century) Picasso style figures, in wood frames	$600.00
238.	PAINTING – 30" X 43" sight size Kirt G. Brown, American, (20th – 21st Century) Oil on board, titled, "River Bend" signed lower right, "Kirt G. Brown", riverscape, in silver wood frame	150.00
239.	SOFA Tan leather, single arm, loose cushion back and seat, polished metal legs	200.00
240.	OCCASIONAL TABLE Circular glass top, painted metal base	40.00
241.	VASE Blown glass, brown color, bulbous form, with artificial arrangement	25.00
242.	FLOOR LAMP Gray metal base and body, square beige fabric shade	75.00
243.	DOUBLE DRESSER Medium stain wood veneer, rectangular top, six drawers with metal pulls	250.00
244.	TELEVISION – 40" Samsung, LCD, model no. LN40A650S1FXZA, 2008	150.00

245.	BED Medium stain wood veneer and polished metal, king size, two built in night stands, together with mattress, box spring and frame	350.00
246.	LAMPS (2) Plastic and brushed metal, square form, gray fabric shade, by Anthony	80.00
247.	PAINTING – 17" X 16" sight size Kirt G. Brown, American, (20th – 21st Century) Oil on board, titled, "Forever", signed lower right, "Kirt G. Brown", landscape with trees, in silver wood frame	100.00
248.	CONTENTS OF BATH Assorted vases; flower arrangements; bathroom accessories	25.00
	TOTAL FOR MASTER BEDROOM:	**$2,045.00**
	NORTHEAST GUEST ROOM	
249.	BED Queen size, together with mattress, box spring and frame, accessory pillows	$75.00
250.	SIDE TABLE Demilune, glass top, black and brown metal base, single shelf	60.00
251.	LAMP Brass and leather, oval body, beige fabric shade	40.00
252.	PRINTS (4) Color halftones, assorted tropical subjects, in wood frames	60.00
253.	CHEST OF DRAWERS Light stain wood, pinched waist, seven drawers	100.00
254.	ARTIFICIAL ARRANGEMENTS (2) Roses, in glass vase; lilac flowers in green bowl	35.00
255.	END TABLE Circular wood top, gray metal base	30.00
256.	LOUNGE CHAIR Black leather and tubular steel, recliner, with matching ottoman	100.00

257.	FLOOR LAMP Chrome, adjustable		15.00
	TOTAL FOR NORTHEAST GUEST ROOM:		**$ 515.00**
	KITCHEN / FAMILY AREA		
258.	PAINTING – 60" X 36" sight size Oil on canvas, abstract square, yellow, beige, brown, no apparent signature, in gallery wrap frame		$100.00
259.	TREADMILL Life Fitness, T3.0		75.00
260.	SOFA Beige leather, two seats with attached circular glass table and lamp		300.00
261.	NESTING TABLES (3) Maple tops, triangle form, tripod base		75.00
262.	MIXED MEDIA (2) – 16" X 16" sight size Scott Hile, American (20th – 21st Century) Abstracts, titled "Shifting gears", "Germination", pencil signed lower right, "S. Hile", in gold wood frame		100.00
263.	COCKTAIL TABLE Multi-pane rectangular glass tops on metal supports, rectangular wood base, metal legs		250.00
264.	MISCELLANEOUS Pewter tray; (3) artificial arrangements in vases; "Athletic Club" plate; fish tray; bowl; assorted books		75.00
265.	AREA RUG – 6' X 8' Dhurrie, flat weave, geometric design		35.00
266.	PRINTS (2) Color halftone, abstract, in silver wood frames CONDITION: Faded – no commercial value		0.00
267.	DECANTERS (2) Clear glass		50.00
268.	TOP SHELF		55.00
	- (2) Miscellaneous Asian style bowls	20.00	
	- Shallow glass bowl - 11", with decoration in relief	15.00	
	- Asian style bowl, George Briard	20.00	

269.	SECOND SHELF		40.00
	- (8) Glass and metal shakers	10.00	
	- 9" - Glass religious object	10.00	
	- Cream jug and covered sugar on plate	20.00	
	- Cut glass bowl, chips, imperfections – no commercial value	0.00	
270.	THIRD SHELF		90.00
	- (2) Bavarian plates with cups	15.00	
	- (2) Laure Japy plates - 12", green trim, decorative center	15.00	
	- (8) Laure Japy plates – 12 ½", full color center	60.00	
271.	FOURTH SHELF		85.00
	- (5) Tulip flutes - 8"	25.00	
	- (8) Martinis, clear glass bowl, green bubble base	40.00	
	- (4) Martinis, clear glass bowl, twist glass stem	20.00	
272.	BOTTOM SHELF Serving platter, with matching dip bowl, "China"		25.00
273.	TELEVISION – 40" Samsung, LCD, model no. LNT4065FX, 2008		150.00
274.	POT Terracotta		10.00
275.	BAR STOOLS (6) Maple with polished steel support, fabric pillow back with upholstered seat, by Heltzer		240.00
276.	SERIGRAPH – 33" X 23" sight size Janet Bauman, American (20th – 21st Century) Abstract, Resten Series, I2P-1, pencil signed lower right, "J. Baughman ©2000", in silver wood frame		50.00
277.	DINNERWARE Laure Japy, consisting of (6) plates – 12"; (8) plates – 9"; (8) bowls – 9"		110.00
278.	MISCELLANEOUS KITCHENWARE Assorted everyday dinnerware, glassware, cookware, small appliances		150.00
	TOTAL FOR KITCHEN / FAMILY AREA:		**$2,065.00**
	NORTHWEST GUEST ROOM		
279.	WALL MOUNTED SHELF UNIT Medium stain wood, two panels, adjustable shelves		$150.00

280.	MISCELLANEOUS ON SHELF UNIT (5) Wood artist mannequins; (2) hurricane candle holders; (2) artist signed pottery vases, brown and tan; (4) assorted vases; artificial plant in pot	100.00
281.	LOUNGE CHAIR AND OTTOMAN Tan leather, art deco style	250.00
282.	NIGHTSTANDS (2) Light stain wood, two drawers, tapered legs	80.00
283.	LAMPS (2) Gold and silver wood, bulbous stepped form, silver paper shade	70.00
284.	BED Polished metal headboard and footboard, full size, together with mattress, box spring and frame	75.00
285.	LITHOGRAPHS (3) – 10" X 5" Abstracts, Geometric "J", Geometric "I", Geometric "H", illegibly pencil signed lower right, in silver frames	60.00
286.	MISCELLANEOUS Green vase with dried branches; color halftone geometric abstract in wood frame	40.00
	TOTAL FOR NORTHWEST GUEST ROOM:	**$ 825.00**
	BALCONY	
287.	OUTDOOR FURNITURE Brown Jordan, consisting of (4) chaise lounges, (2) end tables CONDITION: Pitted	$50.00
	TOTAL FOR BALCONY:	**$ 50.00**
	TOTAL FOR SOUTH OCEAN BLVD:	**$14,865.00**
	REPORT TOTAL:	**$51,135.00**

SUMMARY

7020 Lions Head Lane, Boca Raton, FL

FOYER	$2,455.00
LIVING AREA	4,775.00
POWDER ROOM	225.00
DINING AREA	4,565.00
KITCHEN	2,115.00
FAMILY ROOM	4,685.00
POWDER ROOM 2	120.00
WEST HALL	1,475.00
FIRST FLOOR NORTHWEST GUEST ROOM	600.00
FIRST FLOOR WEST GUEST ROOM	605.00
EAST SITTING ROOM	995.00
STAIRWELL	100.00
STUDY	2,125.00
UPSTAIRS WEST HALL	155.00
WEST UPSTAIRS BATH / CLOSET	225.00
WEST UPSTAIRS BEDROOM	2,240.00
NORTH UPSTAIRS GUEST ROOM	220.00
SOUTH UPSTAIRS GUEST ROOM	520.00
WEST GARAGE	2,225.00
EAST GARAGE	105.00
PATIO POOL AREA	5,740.00
TOTAL FOR LIONS HEAD LANE:	**$36,270.00**

2494 South Ocean Blvd., Unit C-5, Boca Raton, FL

ELEVATOR AREA	$840.00
LIVING / DINING AREA	8,525.00
MASTER BEDROOM	2,045.00
NORTHEAST GUEST ROOM	515.00
KITCHEN / FAMILY AREA	2,065.00
NORTHWEST GUEST ROOM	825.00
BALCONY	50.00
TOTAL FOR SOUTH OCEAN BLVD.:	**$14,865.00**
REPORT TOTAL:	**$51,135.00**

Robert A. Hittel, ASA, ISA AM

Accredited Senior Appraiser American Society of Appraisers
Accredited Member International Society of Appraisers

Robert A. Hittel Appraisal Services, Inc.
3038 North Federal Highway Building I
Fort Lauderdale, Florida 33306

Education

USPAP – Uniform Standards of Professional Appraisal Practice
1994, 1998, 2002, 2006, 2010, 2012

Whitehall Seminars – 2007
Antique Pottery and Porcelain Identification
Fakes and Frauds of the 19th and 20th Centuries
Silver and the Modernist Movement
Wood Identification

International Society of Appraisers – Appraisal Courses
The Appraisal of Japanese Prints (2011)
Requalification Certification Course (2011)
"Books for the Generalist" (Webinar, wrote and presented 2010)
The Appraisal of Fine Art (2008)
The Appraisal of Antiques and Residential Contents (2005)
ISA Professional Development Program (2005)

American Society of Appraisers – Appraisal Courses
Appraising Oriental Rugs (2002)
Instructors Course (2003)

American Association of Appraisers – Appraisal Courses
IRS Rules and Regulations (2001)

Annual Conference Attendance
International Society of Appraisers
- Nashville, Tennessee (2011)
- Charleston, South Carolina (2009)
- Fort Worth, Texas (2007)
- Santa Fe, New Mexico (2006)

American Society of Appraisers
- Tampa, Florida (2003)

University of South Florida, Tampa, Florida
Bachelor of Arts Degree (1974)

Experience

Personal Property Appraiser (1990 - Present)
Rare Books, Maps, Manuscripts, Autographs, Antiques and Residential Contents, Machinery and Equipment

Rare Book Shop Owner (1974-2005)
Specializing in Americana, sporting, fine bindings, first editions

Professional Memberships

American Society of Appraisers – Senior Member – 1990 – present
Personal Property – Classified Specialties – Rare Books
South Florida Chapter - Secretary, Vice President, President 2000-2003

International Society of Appraisers – Accredited Member – 2005 - present
Personal Property – Antiques and Residential Contents, Fine Art

Florida Antiquarian Booksellers Association – founding member
Vice President 2001-2003, 2005-2006, 2008-2009, board member 2009-2012

Diane Marvin, ISA CAPP

Certified Appraiser of Personal Property

Certifications

Certified Appraiser of Personal Property (CAPP)
Awarded the CAPP designation in Antiques and Residential Contents (ARC) by the International Society of Appraisers (ISA). CAPP is the Society's highest level of recognition, and fewer than 150 appraisers in the US and Canada have attained this professional achievement. Certified appraisers must complete a long-term, intensive course study in appraisal principles, pass the examinations on the theory and practice of professional appraising, as well as ethical standards of practice and legal considerations. (January 2008)

USPAP - Uniform Standards of Professional Appraisal Practice
Successfully completed a 15-hour course and examination on the Uniform Standards of Professional Appraisal Practice (USPAP), the Congressionally-recognized set of appraisal standards promulgated by The Appraisal Foundation. Completed March 28, 2012, effective through March 28, 2017.

Education

International Society of Appraisers - Core Courses
Course 101 - Appraisal Theory & Principals, Value & Market Definition Appraisal Uses, Federal Regulations
Course 102 - Appraisal Ethics, USPAP, ISA Appraisal Report Writing Standard, Identification & Authentication, Market & Value Research, Legal Issues
Course 103 - Business Practices, Appraisal Techniques, Practical Appraisal Report Writing
Course 104 - Advanced Appraisal Theory and Report Writing

Asian Art Seminar (2009)

The Appraisal of Antiques and Residential Contents
ISA Professional Development Program (2003)

The Appraisal of Oriental Rugs (2003)

Mandatory ISA Re-qualification Program, successful completion (2001) (2006)

ISA Re-qualification Core Course Review (2000) (2006)

American Society of Appraisers
Annual Conference, attended one day, Orlando, FL (2009)
Course 303 - Appraisers As Expert Witnesses (2002)
Appraising Oriental Rugs (2001)
Antique Clocks & Watches (2001)

New Orleans Antiques Forum (2009)

Education Continued

Tuscaloosa Antiques Symposium (2007, 2009)

Whitehall at the Villa Antiques Seminar
Wood Identification (2007)

Annual Conference Attendance - International Society of Appraisers

Tempe, AZ (2012)	Santa Fe, NM (2006)
Nashville, TN (2011)	Atlanta (2004)
Toronto, Canada (2010, 2000)	Philadelphia, PA (2003, 1990)
Charleston, SC (2009)	Washington, D.C. (1997)
Baltimore, MD (2008)	Boston, MA (1994)
Fort Worth, TX (2007)	Chicago, IL (1992)

Bloomsburg University, Bloomsburg, Pennsylvania
Bachelor of Arts Degree (1979)

Experience

Personal Property Appraiser (1989 - Present)
Specialty: Antiques and Residential Contents (ARC), antique and used furniture, fine and decorative art, crystal, silver, porcelain, textiles, collectibles, office equipment, liquidations, consultations. Appraisals prepared for estate purposes including estate tax, probate and equitable distribution, dissolution of marriage, donation, damage claims, insurance, and bankruptcy.

Auction Gallery of the Palm Beaches, West Palm Beach
Observed the sale of furniture, antiques, art and collectibles in the South Florida market place

Guest Appraiser
Boca Raton Children's Museum; Hibel Museum of Art, Jupiter; The von Liebig Art Center, Naples; Delray Beach Historical Society; City of Pembroke Pines

Antique Shop Owner (1984 - 1991)
Specializing in American antique furniture, American textiles, silver, ceramics and decorative arts

Assistant Curator
Barrington Museum of American Folk Art, Delray Beach, Florida
Special Exhibits and School Programs

Organizations Memberships

International Society of Appraisers
Certified Member, ISA-CAPP (2008 - Present)
Accredited Member International Society of Appraisers, ISA-AM (2003 - 2008)
Member International Society of Appraisers (1989 - 2003)

Foundation for Appraisal Education (2009 - Present)
Vice President of FAE Board of Directors and Scholarship Director
The Foundation for Appraisal Education is a not-for-profit organization formed to promote the advancement of education related to personal property appraising.

Organizations Memberships Continued

Member South Florida / Greater Miami Chapter, ISA (1990 - Present)
Vice President / Program Chairman (1990 – 1992) (2004)
Past President (1992 - 1993)

Other
International Ivory Society
The National Association of Watch & Clock Collectors, Inc.
The International Paperweight Society

Qualified as Expert Witness

Federal Bankruptcy Court - Fort Lauderdale, Florida
Circuit Civil Court Broward County
Circuit Civil Court Palm Beach County

- Main Judicial Complex, West Palm Beach
- North County Courthouse, Palm Beach Gardens
- South County Courthouse, Delray Beach

Lectures

Topics:

- "Issues Affecting Appraisers and Their Clients"
- "When Do You Need an Appraiser?"
- "How to Advise Clients to Prepare a Separate Writing"
- "History and Valuation of Dedham Pottery"
- "History and Valuation of Antique and Contemporary Glass Paperweights"
- "American Quilts: 18^{th} – 20^{th} Century"
- General antiques and collectibles; antique textiles; American pottery

Venues:

- Historical Museum of Southern Florida, Miami
- Boca Raton Historical Society
- ISA Fort Lauderdale / Palm Beach Chapter
- ISA Miami Chapter (currently South Florida Chapter)
- South Broward Estate Planning Council
- Northern Trust Bank, Sun Trust Bank, Wachovia Bank
- Palm Beach Guardianship Association
- Guest lecturer at ISA 1992 and 1994 Annual Conferences
- Various organizations in the South Florida area, lectures delivered to attorneys, accountants, bank trust officers, appraisers and individuals

Media Publications

HDTV, Auction HD, "Treasure Seekers", featured specialist, January 2005

Value This with Brian and Leon, Radio WRNJ, October 2004

"How To Get An Accurate Appraisal" - *Quilt Almanac 1992*

"The Care and Preservation of Antique Quilts" - *Quilt Magazine 1986*



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SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

24940738802502551.01
25040730390010025301

J.P.Morgan

TS004727

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]	707,120.91	519,266.37	(187,854.54)	6
Total Value		**$707,120.91**	**$519,266.37**	**($187,854.54)**	

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.

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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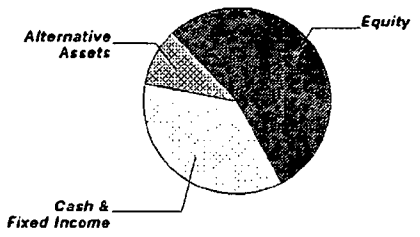
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Consolidated Summary

INVESTMENT ACCOUNTS

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	349,332.93	280,438.01	(68,894.92)	5,339.47	54%
Alternative Assets	115,492.21	51,289.43	(64,202.78)	235.54	10%
Cash & Fixed Income	242,295.66	187,538.84	(54,756.82)	6,982.68	36%
Market Value	**$707,120.80**	**$519,266.28**	**($187,854.52)**	**$12,557.69**	**100%**
Accruals	0.11	0.09	(0.02)		
Market Value with Accruals	**$707,120.91**	**$519,266.37**	**($187,854.54)**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**707,120.80**	**717,453.24**
Net Contributions/Withdrawals	(200,000.00)	(250,000.00)
Income & Distributions	1,033.08	9,834.50
Change in Investment Value	11,112.40	41,978.54
Ending Market Value	**$519,266.28**	**$519,266.28**
Accruals	0.09	0.09
Market Value with Accruals	**$519,266.37**	**$519,266.37**

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.

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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 IRA ROLLOVER	W32585007	717,453.24	(250,000.00)	9,834.50	41,978.54	519,266.37

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	9,834.50			6.81	4,575.41	119,894.03

[1]Unrealized Gain/Loss represents data from the time of account inception to the current statement period.

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

SIMON BERNSTEIN TOD S BERNSTEIN ACCT. W32578002
For the Period 8/1/12 to 8/31/12

Asset Account

J.P. Morgan Team

Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

No market value or activity to report during this period

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179

SIMON BERNSTEIN TOD S BERNSTEIN ACCT. 24208956
For the Period 8/1/12 to 8/31/12

Margin Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.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

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007
For the Period 8/1/12 to 8/31/12

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

Table of Contents	Page
Account Summary	2
Holdings	
Equity	4
Alternative Assets	7
Cash & Fixed Income	9
Portfolio Activity	11

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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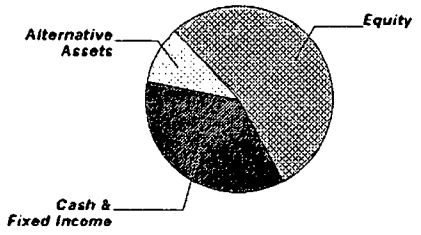
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Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	349,332.93	280,438.01	(68,894.92)	5,339.47	54%
Alternative Assets	115,492.21	51,289.43	(64,202.78)	235.54	10%
Cash & Fixed Income	242,295.66	187,538.84	(54,756.82)	6,982.68	36%
Market Value	**$707,120.80**	**$519,266.28**	**($187,854.52)**	**$12,557.69**	**100%**
Accruals	0.11	0.09	(0.02)		
Market Value with Accruals	**$707,120.91**	**$519,266.37**	**($187,854.54)**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**707,120.80**	**717,453.24**
Withdrawals & Fees	(200,000.00)	(250,000.00)
Net Contributions/Withdrawals	**($200,000.00)**	**($250,000.00)**
Income & Distributions	1,033.08	9,834.50
Change In Investment Value	11,112.40	41,978.54
Ending Market Value	**$519,266.28**	**$519,266.28**
Accruals	0.09	0.09
Market Value with Accruals	**$519,266.37**	**$519,266.37**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	1,032.97	9,831.92
Interest Income	0.11	2.58
Taxable Income	**$1,033.08**	**$9,834.50**

	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss	6.81	6.81
LT Realized Gain/Loss	5,966.34	4,575.41
Realized Gain/Loss	**$5,973.15**	**$4,582.22**

	To-Date Value
Unrealized Gain/Loss	**$119,894.03**

Cost Summary	Cost
Equity	193,190.79
Cash & Fixed Income	81,003.07
Total	**$274,193.86**

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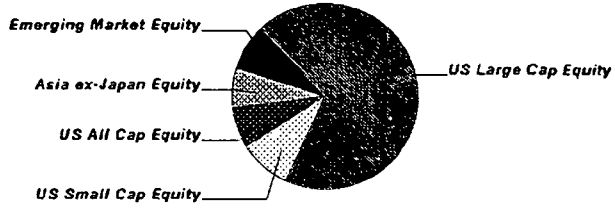
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Equity Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
US Large Cap Equity	252,373.74	192,980.67	(59,393.07)	37%
US Small Cap Equity	25,024.52	25,443.28	418.76	5%
US All Cap Equity	27,431.23	22,558.21	(4,873.02)	4%
Asia ex-Japan Equity	25,048.18	20,204.31	(4,843.87)	4%
Emerging Market Equity	19,455.26	19,251.54	(203.72)	4%
Total Value	**$349,332.93**	**$280,438.01**	**($68,894.92)**	**54%**

Market Value/Cost	Current Period Value
Market Value	280,438.01
Tax Cost	193,190.79
Unrealized Gain/Loss	87,247.22
Estimated Annual Income	5,339.47
Yield	1.90%

Asset Categories



Equity as a percentage of your portfolio - 54 %

Note: P indicates position adjusted for Pending Trade Activity.

Equity Detail

		Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity								
P	**ISHARES RUSSELL 1000 VALUE INDEX** FUND 464287-59-8 IWD	70.38	585.000	41,172.30	27,138.89	14,033.41	888.03	2.16%
	ISHARES RUSSELL 1000 GROWTH INDEX FUND 464287-61-4 IWF	66.01	806.000	53,204.06	32,403.66	20,800.40	661.72	1.24%
	ISHARES DJ SELECT DIVIDEND INDEX FUND 464287-16-8 DVY	57.17	913.000	52,196.21	32,299.02	19,897.19	1,779.43	3.41%
	MORGAN STANLEY TECHNOLOGY ETF 78464A-10-2 MTK	67.30	477.000	32,102.10	17,877.74	14,224.36	251.37	0.78%
	SECTOR SPDR TRUST S/B/I-ENERGY 81369Y-50-6 XLE	71.53	200.000	14,306.00	15,219.74	(913.74)	227.60	1.59%
	Total US Large Cap Equity			**$192,980.67**	**$124,939.05**	**$68,041.62**	**$3,808.15**	**1.97%**
US Small Cap Equity								
	VANGUARD HEALTH CARE ETF 92204A-50-4 VHT	70.48	361.000	25,443.28	16,876.22	8,567.06	378.68	1.49%

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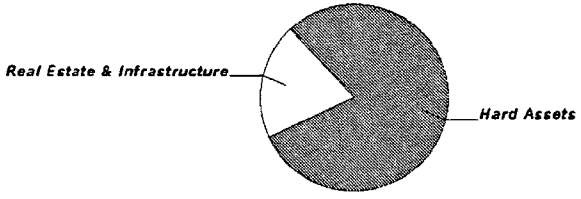
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	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US All Cap Equity							
GATEWAY TRUST FUND 367829-20-7 GATE X	27.43	822.392	22,558.21	19,334.42	3,223.79	353.62	1.57%
Asia ex-Japan Equity							
T ROWE PRICE INTERNATIONAL FUNDS INC NEW ASIA FUND 77956H-50-0 PRAS X	15.41	1,311.117	20,204.31	19,453.79	750.52	196.66	0.97%
Emerging Market Equity							
I SHARES S&P LATIN AMERICAN 40 INDEX FUND 464287-39-0 ILF	41.58	463.000	19,251.54	12,587.31	6,664.23	602.36	3.13%

Alternative Assets Summary

Asset Categories	Beginning Estimated Value	Ending Estimated Value	Change In Value	Current Allocation
Hedge Funds	68,876.73	0.00	(68,876.73)	
Real Estate & Infrastructure	11,657.80	11,601.12	(56.68)	2%
Hard Assets	34,957.68	39,688.31	4,730.63	8%
Total Value	**$115,492.21**	**$51,289.43**	**($64,202.78)**	**10%**

Asset Categories



Alternative Assets Detail

Alternative Assets as a percentage of your portfolio - 10 %

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	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 FUND 3037 4812C0-61-3 SUIE X	629.81	10,343.12		11,601.12	235.54	2.03%

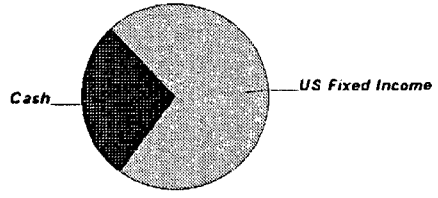
Amounts shown above under "Estimated Value" for private equity funds are estimates based on the latest fund values received from each underlying fund, which value may be as of a date (underlying fund value date) prior to the period covered by this statement. The values provided by the underlying fund 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	30.79	1,289.000	39,688.31	14,574.94

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	12,656.65	51,105.98	38,449.33	10%
US Fixed Income	229,639.01	136,432.86	(93,206.15)	26%
Total Value	**$242,295.66**	**$187,538.84**	**($54,756.82)**	**36%**

Asset Categories



Market Value/Cost	Current Period Value
Market Value	187,538.84
Tax Cost	81,003.07
Unrealized Gain/Loss	6,275.44
Estimated Annual Income	6,982.68
Accrued Interest	0.09
Yield	3.72%

Cash & Fixed Income as a percentage of your portfolio - 36 %

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	187,538.84	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	51,105.98	27%
Mutual Funds	136,432.86	73%
Total Value	**$187,538.84**	**100%**

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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.

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

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	12,398.85	12,398.85	12,398.85		1.23 0.09	0.01% [1]
PROCEEDS FROM PENDING SALES	1.00	38,707.13	38,707.13	38,707.13			
Total Cash			**$51,105.98**	**$51,105.98**	**$0.00**	**$1.23** **$0.09**	**0.00%**
US Fixed Income							
LOOMIS SAYLES FDS I BOND FD RETAIL 543495-83-2	14.71	6,851.67	100,788.01	527.68 **	N/A	5,577.25	5.53%
ISHARES IBOXX $ INVESTMENT GRADE CORPORATE BOND FUND 464287-24-2	120.83	295.00	35,644.85	29,369.41	6,275.44	1,404.20	3.94%
Total US Fixed Income			**$136,432.86**	**$29,897.09**	**$6,275.44**	**$6,981.45**	**5.11%**

Portfolio Activity Summary

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**12,656.65**	--
INFLOWS		
Income	1,033.08	9,834.50
Total Inflows	**$1,033.08**	**$9,834.50**
OUTFLOWS **		
Withdrawals	(200,000.00)	(250,000.00)
Total Outflows	**($200,000.00)**	**($250,000.00)**
TRADE ACTIVITY		
Settled Sales/Maturities/Redemptions	199,443.94	224,146.27
Settled Securities Purchased	(734.82)	(6,011.13)
Total Trade Activity	**$198,709.12**	**$218,135.14**
Ending Cash Balance	**$12,398.85**	--

* 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

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Portfolio Activity Detail

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
8/1	Interest Income	DEPOSIT SWEEP INTEREST FOR JULY @ .01% RATE ON NET AVG COLLECTED BALANCE OF $12,607.19 AS OF 08/01/12			0.11
8/2	Div Domest	LORD ABBET INVT TR TOTAL RETURN A @ 0.031 PER SHARE AS OF 07/31/12 (ID: 543916-84-5)	6,645.346	0.031	207.14
8/7	Div Domest	ISHARES IBOXX $ INVESTMENT GRADE CORPORATE BOND FUND @ 0.38477 PER SHARE (ID: 464287-24-2)	295.000	0.385	113.51
8/17	Distribution	FUNDS TRANSFERRED FROM ASSET AC# W32585007 TO DDA AC# 000000849197231 AS REQUESTED			(50,000.00)
8/24	Distribution	FUNDS TRANSFERRED FROM ASSET AC# W32585007 TO DDA AC# 000000849197231 AS REQUESTED			(50,000.00)
8/27	Div Domest	LOOMIS SAYLES FDS I BOND FD RETAIL @ 0.063 PER SHARE AS OF 08/24/12 (ID: 543495-83-2)	6,851.666	0.077	527.68
8/30	Distribution	FUNDS TRANSFERRED FROM ASSET AC# W32585007 TO DDA AC# 000000849197231 AS REQUESTED			(100,000.00)
8/30	Div Domest	LORD ABBET INVT TR TOTAL RETURN A 08/29/12 INCOME DIVIDEND @ 0.034 PER SHARE AS OF 08/29/12 (ID: 543916-84-5)	5,451.590	0.034	184.64
Total Inflows & Outflows					**($198,966.92)**

TRADE ACTIVITY

Note: L indicates Long Term Realized Gain/Loss S indicates Short Term Realized Gain/Loss
** Realized Gain/Loss and tax cost are shown as "N/A" in cases where we do not have appropriate cost information for all tax lots comprising the sale. Please contact your J.P. Morgan team for additional information.

Trade Date / Settle Date	Type / Selection Method	Description	Quantity	Per Unit Amount	Proceeds	Tax Cost	Realized Gain/Loss
Settled Sales/Maturities/Redemptions							
8/16 8/17	Sale High Cost	JPM TR I HIGHBRIDGE STATISTICAL -SEL FUND 1011 J.P.MORGAN SECURITIES LLC AS AGENT @ 14.90 (ID: 4812A2-43-9)	(2,535.905)	14.90	37,784.98	(41,024.66)	(3,239.68) L
8/23 8/24	Sale High Cost	LOOMIS SAYLES FDS I BOND FD RETAIL (ID: 543495-83-2)	(1,533.742)	14.67	22,500.00	N/A **	N/A
8/23 8/24	Sale High Cost	LORD ABBET INVT TR TOTAL RETURN A (ID: 543916-84-5)	(1,193.756)	10.89	13,000.00	N/A **	N/A
8/23 8/24	Sale High Cost	GATEWAY TRUST FUND (ID: 367829-20-7)	(182.415)	27.41	5,000.00	(4,406.54)	573.60 L 19.86 S
8/23 8/24	Sale High Cost	T ROWE PRICE INTERNATIONAL FUNDS INC NEW ASIA FUND (ID: 77956H-50-0)	(321.750)	15.54	5,000.00	(6,419.83)	(1,419.83) L
8/23 8/24	Sale High Cost	HUSSMAN STRATEGIC GROWTH FUND (ID: 448108-10-0)	(407.240)	11.05	4,500.00	(5,351.13)	(851.13) L
8/29 8/30	Sale High Cost	THE ARBITRAGE FUND-R (ID: 03875R-10-6)	(2,466.900)	12.86	31,724.33	(29,555.34)	2,166.77 L 2.22 S
8/29 8/30	Sale High Cost	LORD ABBET INVT TR TOTAL RETURN A (ID: 543916-84-5)	(5,451.590)	10.89	59,367.82	N/A **	N/A
8/29 8/30	Sale High Cost	HUSSMAN STRATEGIC GROWTH FUND (ID: 448108-10-0) .	(1,857.887)	11.07	20,566.81	(24,370.68)	(3,788.60) L (15.27) S
Total Settled Sales/Maturities/Redemptions					**$199,443.94**	**($111,128.18)**	**($6,558.87) L** **$6.81 S**

Trade Date / Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Settled Securities Purchased					
8/2 8/2	Purchase	LORD ABBET INVT TR TOTAL RETURN A INCOME DIVIDEND @ 0.031 PER SHAR REINVESTED @ $10.91 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 07/31/12 (ID: 543916-84-5)	18.986	10.91	(207.14)
8/27 8/27	Purchase	LOOMIS SAYLES FDS I BOND FD RETAIL INCOME DIVIDEND @ 0.063 PER SHAR REINVESTED @ $14.67 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/24/12 (ID: 543495-83-2)	35.970	14.67	(527.68)
Total Settled Securities Purchased					**($734.82)**

Trade Date / Est. Settle Date	Type / Selection Method	Description	Quantity	Per Unit Amount	Proceeds	Tax Cost	Realized Gain/Loss
Pending Sales, Maturities, Redemptions							
8/29 9/4	Sale	ISHARES RUSSELL 1000 VALUE INDEX FUND (ID: 464287-59-8)	(550.000)	70.56	38,707.13	(26,181.92)	12,525.21 L

For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

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

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

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

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. 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.

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 asset may have been provided to us by third parties who may or 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.

In cases where we are unable to obtain a current market value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced". Although such securities may have value, please note that the value of a security indicated as "unpriced" will not be included in your overall current market value as reflected on the statement.

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

When we are unable to obtain a current value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced".

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.

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.

Offshore Deposits - London and Nassau

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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).

Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

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

Fund manager disclosure information available upon request

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

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

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR ASSET ACCOUNT(S) (LINKED TO JPMS)

Your Asset Account consists of a bank account that custodies assets linked to a brokerage account through which securities transactions are executed. As a result, the Asset Account statement(s) reflect brokerage transactions executed through JPMS but (except for exchange listed options) held in custody at JPMCB. Securities purchased or sold through JPMS in U.S. markets (other then mutual funds) are cleared through an affiliate of JPMS, in non-U.S. markets securities are cleared through JPMS. Positions in exchange-listed options are held by JPMCC. 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).

In Case of Other Errors or Questions About Your Asset Account Statement(s)

Please review your statement(s) 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(s). 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.

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 JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $250,000 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.

In Case of Errors or Questions About Your Electronic Transfers.

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

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

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

Deposit products and services are offered by JPMCB Member FDIC.

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.

With reference to JPMS and JPMCC: 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.

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 or have made available to you. Upon written request, JPMS will promptly supply you with the latest information.

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY 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 11245-001, (347) 643-2578.

If you have a margin account 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.

PRODUCT RELATED DISCLOSURE: 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.

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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 or for your Investment Management or Trust account contact your J.P. Morgan team. 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 or for your Investment Management or Trust account contact your J.P. Morgan team. 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 or for your Investment Management or Trust account contact your J.P. Morgan team.

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. An 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 or for your Investment Management or Trust account contact your J.P. Morgan team.

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 or for your Investment Management or Trust account contact your J.P. Morgan team.

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 might 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 or for your Investment Management or Trust account contact your J.P. Morgan team.

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.

PRODUCT RELATED DISCLOSURE: THE JPMORGAN FUNDS OR THIRD PARTIES

Shares of the funds referenced above 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.

Prospectuses and other fund information for JPMorgan funds may be obtained by calling your J.P. Morgan team or JPMorgan Distribution Services, Inc. at (800) 480-4111. You also may view and order materials online for JPMorgan funds at www.jpmorganfunds.com.

J.P. Morgan affiliates may receive compensation from the JPMorgan funds for providing investment advisory services to the funds. J.P. Morgan affiliates may also provide administrative, custodial, sales, distribution, shareholder or other services to the JPMorgan Funds or funds established, sponsored, advised, or managed by third parties, and J.P. Morgan affiliates may be compensated for such services as allowed by applicable law. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMCB.

Assets may be reflected herein even though they may be 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.

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265 - 9754

Primary Account: 000000849197231
For the Period 10/11/12 to 11/9/12

00000012 DPB 021 161 31512 NYNNNNNNNNN T 1 000000000 07 0000
SIMON BERNSTEIN - DECEASED
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

00000120201400000022

Private Client Checking Plus

Checking Account Summary	Amount
Beginning Balance	**72,862.93**
Deposits & Credits	0.26
Payments & Transfers	(5,461.11)
Fees, Charges & Other Withdrawals	(67,402.08)
Ending Balance	**$0.00**

Annual Percentage Yield Earned This Period*	0.01%
Interest Paid This Period	$0.26
Interest Paid Year-to-Date	$2.05

**Annual Percentage Yield Earned is an annualized rate that reflects the relationship between the amount of interest actually earned on the account during this statement period and the average daily balance in this account for the same period.*

TS004753

Deposits & Credits

Date	Description	Amount
10/29	Interest Payment	0.26
Total Deposits & Credits		**$0.26**

Payments & Transfers

Date	Description	Amount
10/15	10/15 Fedwire Debit Via: Legacy Bank of FL/067015999 A/C: Bernstein Family Realty Llp Imad: 1015B1Qgc05C002635 Trn: 0063600289Es	4,000.00
10/15	10/15 Online Payment 2915409969 To Florida Power & Light Company	1,460.85
11/05	11/05 Funds Transferred From DDA A/C# 0000000000849197231 To DDA A/C# 0000000000478015220 As Requested	0.26
Total Payments & Transfers		**($5,461.11)**

Fees, Charges & Other Withdrawals

Date	Description	Amount
10/25	Funds Transferred From DDA A/C# 0000000000849197231 To DDA A/C# 0000000000478015220 As Requested	67,402.08
Total Fees, Charges & Other Withdrawals		**($67,402.08)**

Overdraft and Returned Item Fee Summary

	Total for Current Period	Total Year-to-date
Total Overdraft Fees*		($1.26)
Total Returned Item Fees		

**Total Overdraft Fees includes any Insufficient Funds Fees, Extended Overdraft Fees and Overdraft Interest*

Please note this account was closed on 11/07/12.

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- 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.
- 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 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 your 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 the 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. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265 - 9754

Primary Account: 000000849197231
For the Period 9/13/12 to 10/10/12

00000008 DPI 021 161 28512 NNNNNNNNNNN P 1 000000000 07 0000
SIMON BERNSTEIN - DECEASED
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	



Private Client Checking Plus

Checking Account Summary	Amount
Beginning Balance	**77,491.27**
Deposits & Credits	2,000.55
Checks Paid	(120.00)
Payments & Transfers	(6,508.89)
Ending Balance	**$72,862.93**

Annual Percentage Yield Earned This Period*	0.01%
Interest Paid This Period	$0.55
Interest Paid Year-to-Date	$1.79

**Annual Percentage Yield Earned is an annualized rate that reflects the relationship between the amount of interest actually earned on the account during this statement period and the average daily balance in this account for the same period.*

Deposits & Credits

Date	Description	Amount
10/09	Monarch Life Ddp Credit 40100404C59322 CCD ID: 1041630650	2,000.00
10/10	Interest Payment	0.55
Total Deposits & Credits		**$2,000.55**

Checks Paid

Check Number	Date Paid	Amount
296	09/18	120.00
Total Checks Paid		**($120.00)**

You can view images of the checks above at jpmorganonline.com. To enroll in JPMorgan Online, please contact your J.P. Morgan Team or visit jpmorganonline.com.

Payments & Transfers

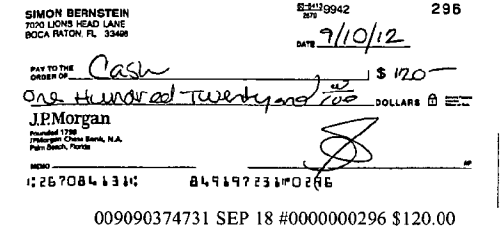
Date	Description	Amount
09/14	09/14 Fedwire Debit Via: Legacy Bank of FL/067015999 A/C: Bernstein Family Realty Lllp Imad: 0914B1Qgc04C003035 Trn: 0065600258Es	4,000.00
10/01	10/01 Debit Memorandum Ref: Interest Payment On Loan Trn: 0120003730Dm	2,229.60
10/01	10/01 Debit Memorandum Ref: Interest Payment On Loan Trn: 0119989324Dm	11.29
10/09	American Pioneer Payment Ap-0Xxxxx666 PPD ID: 1590935083	268.00
Total Payments & Transfers		**($6,508.89)**

Overdraft and Returned Item Fee Summary

	Total for Current Period	Total Year-to-date
Total Overdraft Fees*		($1.26)
Total Returned Item Fees		

Total Overdraft Fees includes any Insufficient Funds Fees, Extended Overdraft Fees and Overdraft Interest

Private Client Checking Plus
000000849197231 SIMON BERNSTEIN - DECEASED



SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

9942 296

DATE 9/10/12

PAY TO THE ORDER OF Cash $ 120

One Hundred Twenty and 00/100 DOLLARS

J.P.Morgan
Palm Beach, Florida

MEMO

⑆267084131⑆ 849197231⑈0296

009090374731 SEP 18 #0000000296 $120.00

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- 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.
- 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 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 your 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 the 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. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000849197231
For the Period 8/10/12 to 9/12/12

00000012 DPI 021 161 25712 NNNNNNNNNNN P 1 000000000 07 0000
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383

Online access: **www.jpmorganonline.com**

Private Client Checking Plus

Checking Account Summary	Amount
Beginning Balance	**3,938.43**
Deposits & Credits	253,534.60
Checks Paid	(82,188.02)
Payments & Transfers	(97,793.74)
Ending Balance	**$77,491.27**

Annual Percentage Yield Earned This Period*	0.01%
Interest Paid This Period	$0.50
Interest Paid Year-to-Date	$1.24

**Annual Percentage Yield Earned is an annualized rate that reflects the relationship between the amount of interest actually earned on the account during this statement period and the average daily balance in this account for the same period.*

Deposits & Credits

Date	Description				Amount
08/17	Funds Transferred From Asset	Ac# W32585007 To	DDA Ac# 000000849197231	As Requested	50,000.00
08/24	Funds Transferred From Asset	Ac# W32585007 To	DDA Ac# 000000849197231	As Requested	50,000.00
08/30	Funds Transferred From Asset	Ac# W32585007 To	DDA Ac# 000000849197231	As Requested	100,000.00
09/04	Funds Transferred From Asset	Ac# W32585007 To	DDA Ac# 000000849197231	As Requested	50,000.00
09/06	Monarch Life Ddp Credit 40100404C59322 CCD ID: 1041630650				2,000.00
09/12	US Treasury 303 Xxsoc Sec 3713Xxxxxa SSA PPD ID: 3031036030				1,534.10
09/12	Interest Payment				0.50
Total Deposits & Credits					**$253,534.60**

Checks Paid

Check Number	Date Paid	Amount	Check Number	Date Paid	Amount	Check Number	Date Paid	Amount
285	08/16	769.00	289	08/28	50.00	293	08/30	16,342.60
286	08/17	1,873.06	290	08/20	769.00	294	08/27	3,000.00
287	08/16	315.00	291	09/04	36,000.36	295	08/31	2,000.00
288	08/14	300.00	292	08/24	769.00	297	09/12	20,000.00
Total Checks Paid								**($82,188.02)**

You can view images of the checks above at jpmorganonline.com. To enroll in JPMorgan Online, please contact your J.P. Morgan Team or visit jpmorganonline.com.

Payments & Transfers

Date	Description	Amount
08/16	08/16 Online Payment 2817882096 To Directv	230.37
08/17	08/17 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Telenet Systems Inc Imad: 0817B1Qgc01C002757 Trn: 0052100230Es	15,000.00
08/17	08/17 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Telenet Systems Inc Imad: 0817B1Qgc02C006347 Trn: 0163400230Es	3,000.00
08/21	08/21 Online Payment 2825630812 To Kool Ray	756.00
08/21	08/21 Online Payment 2825641308 To Cbiz Goldstein Lewin	1,000.00

Payments & Transfers CONTINUED

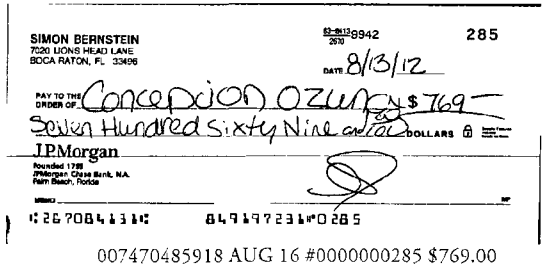
Date	Description	Amount
08/21	08/21 Online Payment 2825641319 To Comcast	694.88
08/21	08/21 Online Payment 2825641322 To Dish Network	98.71
08/21	08/21 Online Payment 2825641326 To Pbc Water Utilities Department	59.79
08/22	08/22 Online Payment 2827002740 To American Express	10,948.68
08/22	08/22 Online Payment 2827002750 To St. Andrews Country Club	2,276.08
08/22	08/22 Online Payment 2827002745 To J.P. Morgan Cardmember Service	1,024.15
08/22	08/22 Online Payment 2827240418 To AT&T	154.94
08/24	08/24 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Life Insurance Concepts Imad: 0824B1Qgc05C006308 Trn: 0135600237Es	25,000.00
08/30	08/30 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Telenet Systems Inc Imad: 0830B1Qgc07C001986 Trn: 0001900243Es	4,393.06
08/30	08/30 Fedwire Debit Via: Legacy Bank of FL/067015999 A/C: Bernstein Family Realty Llp Imad: 0830B1Qgc01C004284 Trn: 0107700243Es	6,000.00
08/30	08/30 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Telenet Systems Inc Imad: 0830B1Qgc03C007600 Trn: 0199700243Es	11,059.03
08/31	08/31 Debit Memorandum Ref: Interest Payment On Loan Trn: 0118761236Dm	2,318.32
08/31	08/31 Debit Memorandum Ref: Interest Payment On Loan Trn: 0118747326Dm	11.73
09/07	American Pioneer Payment 0110Xxxxx PPD ID: 3751828402	268.00
09/11	09/11 Online Payment 2858852033 To Cbiz Goldstein Lewin	3,500.00
09/11	09/11 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Telenet Systems Inc Imad: 0911B1Qgc08C003526 Trn: 0053500255Es	5,000.00
09/11	09/11 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Arbitrage International Manageimad: 0911B1Qgc01C004768 Trn: 0159600255Es	5,000.00
Total Payments & Transfers		**($97,793.74)**

Overdraft and Returned Item Fee Summary

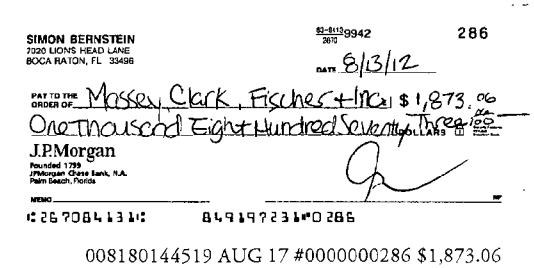
	Total for Current Period	Total Year-to-date
Total Overdraft Fees*		($1.26)
Total Returned Item Fees		

**Total Overdraft Fees includes any Insufficient Funds Fees, Extended Overdraft Fees and Overdraft Interest*

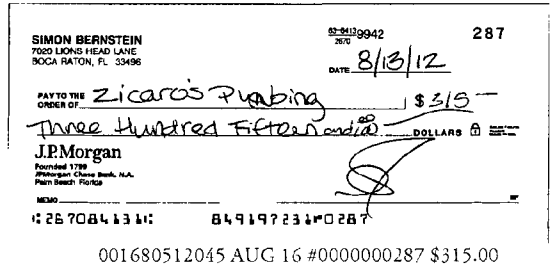
Private Client Checking Plus
000000849197231 SIMON BERNSTEIN


SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496
63-9413/2670 9942
285
DATE 8/13/12
PAY TO THE ORDER OF Concepcion Ozuna $ 769—
Seven Hundred Sixty Nine and 00/100 DOLLARS
J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida
MEMO
⑆267084131⑆ 849197231⑈0285

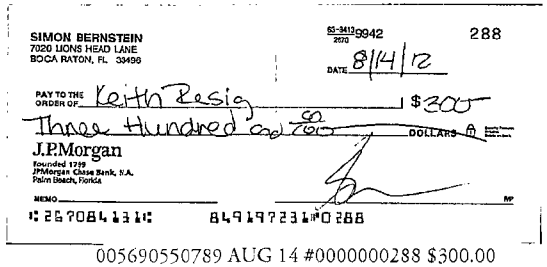
007470485918 AUG 16 #0000000285 $769.00


SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496
63-9413/2670 9942
286
DATE 8/13/12
PAY TO THE ORDER OF Massey, Clark, Fischer + Inc. $ 1,873.06
One Thousand Eight Hundred Seventy Three and 06/100 DOLLARS
J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida
MEMO
⑆267084131⑆ 849197231⑈0286

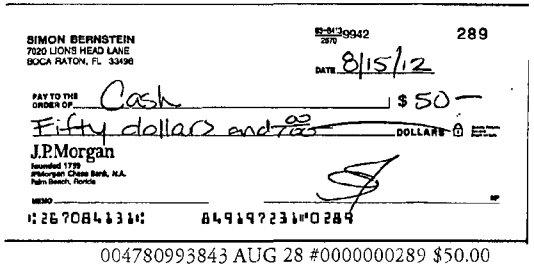
008180144519 AUG 17 #0000000286 $1,873.06


SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496
63-9413/2670 9942
287
DATE 8/13/12
PAY TO THE ORDER OF Zicaro's Plumbing $ 315—
Three Hundred Fifteen and 00/100 DOLLARS
J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida
MEMO
⑆267084131⑆ 849197231⑈0287

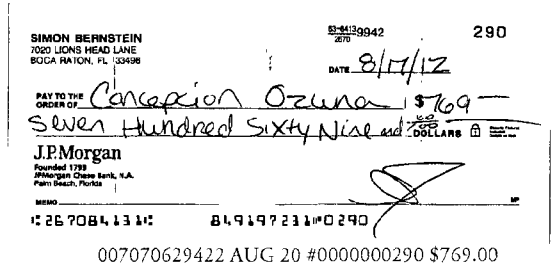
001680512045 AUG 16 #0000000287 $315.00


SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496
63-9413/2670 9942
288
DATE 8/14/12
PAY TO THE ORDER OF Keith Resig $ 300—
Three Hundred and 00/100 DOLLARS
J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida
MEMO
⑆267084131⑆ 849197231⑈0288

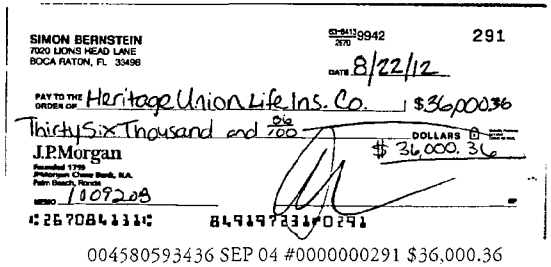
005690550789 AUG 14 #0000000288 $300.00


SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496
63-9413/2670 9942
289
DATE 8/15/12
PAY TO THE ORDER OF Cash $ 50—
Fifty dollars and 00/100 DOLLARS
J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida
MEMO
⑆267084131⑆ 849197231⑈0289

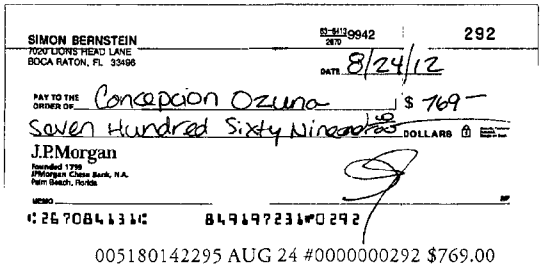
004780993843 AUG 28 #0000000289 $50.00


SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496
63-9413/2670 9942
290
DATE 8/17/12
PAY TO THE ORDER OF Concepcion Ozuna $ 769—
Seven Hundred Sixty Nine and 00/100 DOLLARS
J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida
MEMO
⑆267084131⑆ 849197231⑈0290

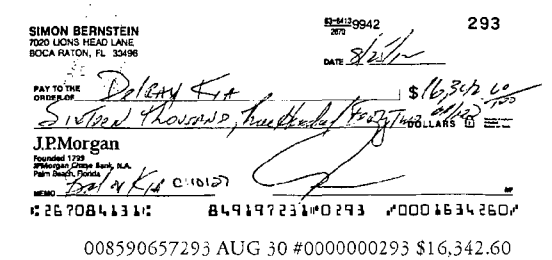
007070629422 AUG 20 #0000000290 $769.00


SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496
63-9413/2670 9942
291
DATE 8/22/12
PAY TO THE ORDER OF Heritage Union Life Ins. Co. $ 36,000.36
Thirty Six Thousand and 36/100 DOLLARS
$ 36,000.36
J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida
MEMO 1009208
⑆267084131⑆ 849197231⑈0291

004580593436 SEP 04 #0000000291 $36,000.36


SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496
63-9413/2670 9942
292
DATE 8/24/12
PAY TO THE ORDER OF Concepcion Ozuna $ 769—
Seven Hundred Sixty Nine and 00/100 DOLLARS
J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida
MEMO
⑆267084131⑆ 849197231⑈0292

005180142295 AUG 24 #0000000292 $769.00


SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496
63-9413/2670 9942
293
DATE 8/28/12
PAY TO THE ORDER OF Delray K+A $ 16,342.60
Sixteen Thousand, three hundred forty two and 60/100 DOLLARS
J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida
MEMO Legal re K+A 08/10/12
⑆267084131⑆ 849197231⑈0293 ⑈000016342600

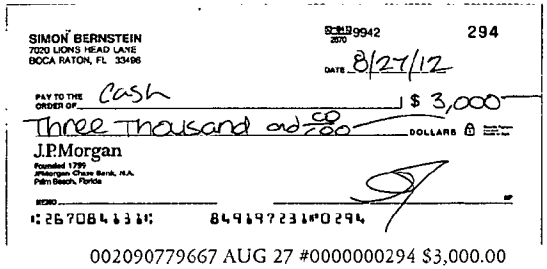
008590657293 AUG 30 #0000000293 $16,342.60

Please note that you can view your historical check images online and easily enroll in eDelivery by going to www.MorganOnline.com.

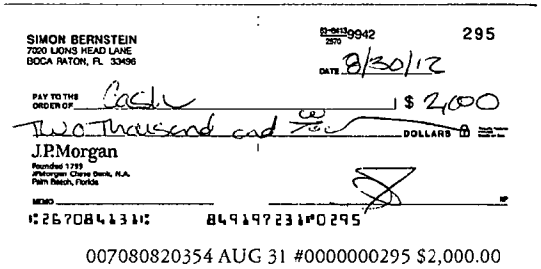
257521601200100012O3

Private Client Checking Plus

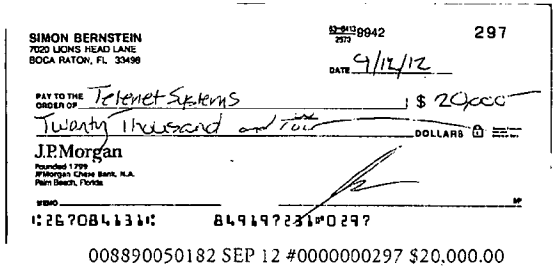
000000849197231 SIMON BERNSTEIN



002090779667 AUG 27 #0000000294 $3,000.00



007080820354 AUG 31 #0000000295 $2,000.00



008890050182 SEP 12 #0000000297 $20,000.00

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- 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.
- 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 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 your 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 the 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. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

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000347 0001 of 0009 NSP0OMN6 Y1 NNNYNNNN 0000005647.15.0.15.00001.BERNSCV.20120905

BERNSTEIN HOLDINGS LLC
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

24940738802100347O1
25040730010640034701

J.P.Morgan

TS004771

Account Summary

	Account Number	Beginning Net Market Value	Ending Net Market Value	Change In Value	Start on Page
Investment Account(s)					
BERNSTEIN HOLDINGS LLC	W32612009[1]	39,730.90	39,731.24	0.34	4
BERNSTEIN HOLDINGS LLC	24208900[2]	0.00	0.00	0.00	10
Total Value		**$39,730.90**	**$39,731.24**	**$0.34**	

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.

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

2494073888021003470225040733010640034702

Consolidated Summary

INVESTMENT ACCOUNTS

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Cash & Fixed Income	39,730.56	39,730.90	0.34	3.97	100%
Market Value	**$39,730.56**	**$39,730.90**	**$0.34**	**$3.97**	**100%**
Accruals	0.34	0.34	0.00		
Market Value with Accruals	**$39,730.90**	**$39,731.24**	**$0.34**		

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**39,730.56**	**39,727.52**
Income & Distributions	0.34	3.38
Ending Market Value	**$39,730.90**	**$39,730.90**
Accruals	0.34	0.34
Market Value with Accruals	**$39,731.24**	**$39,731.24**

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.

TS004773

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2494073888021003470325040730010640034703

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
BERNSTEIN HOLDINGS LLC	W32612009	39,727.52		3.38		39,731.24

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]
BERNSTEIN HOLDINGS LLC	W32612009	3.38					

[1]Unrealized Gain/Loss represents data from the time of account inception to the current statement period.

TS004774

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

BERNSTEIN HOLDINGS LLC ACCT. W32612009
For the Period 8/1/12 to 8/31/12

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

Table of Contents	Page
Account Summary	2
Holdings	
Cash & Fixed Income	4
Portfolio Activity	6

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

24940738880210034704
25040730010640034704

000347 0004 of 0009 NSPOOMN6 Y1 NNNYNNNN

TS004775

Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Cash & Fixed Income	39,730.56	39,730.90	0.34	3.97	100%
Market Value	**$39,730.56**	**$39,730.90**	**$0.34**	**$3.97**	**100%**
Accruals	0.34	0.34	0.00		
Market Value with Accruals	**$39,730.90**	**$39,731.24**	**$0.34**		

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**39,730.56**	**39,727.52**
Income & Distributions	0.34	3.38
Ending Market Value	**$39,730.90**	**$39,730.90**
Accruals	0.34	0.34
Market Value with Accruals	**$39,731.24**	**$39,731.24**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Interest Income	0.34	3.38
Taxable Income	**$0.34**	**$3.38**

Cost Summary	Cost
Cash & Fixed Income	39,730.90
Total	**$39,730.90**

2494073888021003470 5
2504073001064003470 5

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	39,730.56	39,730.90	0.34	100%

Market Value/Cost	Current Period Value
Market Value	39,730.90
Tax Cost	39,730.90
Estimated Annual Income	3.97
Accrued Interest	0.34
Yield	0.01%

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	39,730.90	100%

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	39,730.90	100%

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

Note: [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	39,730.90	39,730.90	39,730.90		3.97 0.34	0.01% [1]

2494073888021003470625040730010640034706

Portfolio Activity Summary

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**39,730.56**	--
INFLOWS		
Income	0.34	3.38
Total Inflows	**$0.34**	**$3.38**
Ending Cash Balance	**$39,730.90**	--

* 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
8/1	Interest Income	DEPOSIT SWEEP INTEREST FOR JULY @ .01% RATE ON NET AVG COLLECTED BALANCE OF $39,730.56 AS OF 08/01/12			0.34

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179

BERNSTEIN HOLDINGS LLC ACCT. 24208900
For the Period 8/1/12 to 8/31/12

Margin Account

J.P. Morgan Team

Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.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

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

2494073888021003 4707
2504073001064003 4707

000347 0007 of 0009 NSPOOMN6 Y1 NNNYNNNN

TS004781

For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

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

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

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

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. 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.

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 asset may have been provided to us by third parties who may or 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.

In cases where we are unable to obtain a current market value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced". Although such securities may have value, please note that the value of a security indicated as "unpriced" will not be included in your overall current market value as reflected on the statement.

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

When we are unable to obtain a current value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced".

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.

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.

Offshore Deposits - London and Nassau

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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).

Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

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

Fund manager disclosure information available upon request

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

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

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR ASSET ACCOUNT(S) (LINKED TO JPMS)

Your Asset Account consists of a bank account that custodies assets linked to a brokerage account through which securities transactions are executed. As a result, the Asset Account statement(s) reflect brokerage transactions executed through JPMS but (except for exchange listed options) held in custody at JPMCB. Securities purchased or sold through JPMS in U.S. markets (other then mutual funds) are cleared through an affiliate of JPMS, in non-U.S. markets securities are cleared through JPMS. Positions in exchange-listed options are held by JPMCC. 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).

In Case of Other Errors or Questions About Your Asset Account Statement(s)

Please review your statement(s) 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(s). 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.

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 JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $250,000 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.

In Case of Errors or Questions About Your Electronic Transfers.

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

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

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

Deposit products and services are offered by JPMCB Member FDIC.

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.

With reference to JPMS and JPMCC: 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.

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 or have made available to you. Upon written request, JPMS will promptly supply you with the latest information.

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY 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 11245-001, (347) 643-2578.

If you have a margin account 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.

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

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J.P.Morgan

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JPMorgan Chase Bank, N.A.
205 Royal Palm Way, Palm Beach, FL 33480

BERNSTEIN FAMILY INVESTMENT TAP DYS ACCT. A40610007
For the Period 8/1/12 to 8/31/12

Investment Management Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	

Online access **www.jpmorganonline.com**

Table of Contents Page

Account Summary	2
Holdings	
Equity	4
Alternative Assets	6
Cash & Fixed Income	7
Portfolio Activity	10

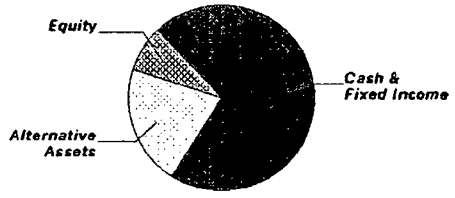
Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	15,698.18	15,904.54	206.36	313.53	8%
Alternative Assets	42,714.18	42,901.76	187.58	1,053.20	21%
Cash & Fixed Income	144,689.30	146,115.50	1,426.20	7,185.91	71%
Market Value	**$203,101.66**	**$204,921.80**	**$1,820.14**	**$8,552.64**	**100%**
Accruals	245.75	193.21	(52.54)		
Market Value with Accruals	**$203,347.41**	**$205,115.01**	**$1,767.60**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**203,101.66**	**193,962.18**
Withdrawals & Fees		(1,654.37)
Net Contributions/Withdrawals	**$0.00**	**($1,654.37)**
Income & Distributions	578.57	5,275.03
Change In Investment Value	1,241.57	7,338.96
Ending Market Value	**$204,921.80**	**$204,921.80**
Accruals	193.21	193.21
Market Value with Accruals	**$205,115.01**	**$205,115.01**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	578.53	5,274.47
Interest Income	0.04	0.56
Taxable Income	**$578.57**	**$5,275.03**

	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss		(807.91)
LT Realized Gain/Loss		(468.48)
Realized Gain/Loss		**($1,276.39)**

	To-Date Value
Unrealized Gain/Loss	**$2,116.60**

Cost Summary	Cost
Equity	15,411.47
Cash & Fixed Income	145,326.73
Total	**$160,738.20**

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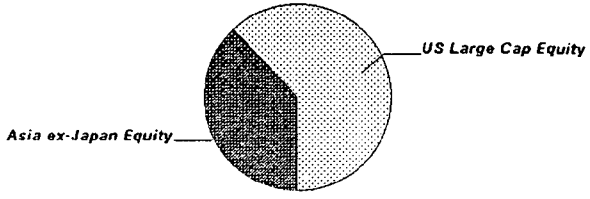
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Equity Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
US Large Cap Equity	9,338.24	9,488.44	150.20	5%
Asia ex-Japan Equity	6,359.94	6,416.10	56.16	3%
Total Value	**$15,698.18**	**$15,904.54**	**$206.36**	**8%**

Market Value/Cost	Current Period Value
Market Value	15,904.54
Tax Cost	15,411.47
Unrealized Gain/Loss	493.07
Estimated Annual Income	313.53
Yield	1.97%

Asset Categories



Equity as a percentage of your portfolio - 8 %

Equity Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
SIT MUT FDS INC DIVIDEND GRWTH 82980D-70-7 SDVG X	14.53	653.024	9,488.44	8,868.59	619.85	143.66	1.51%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
Asia ex-Japan Equity							
MATTHEWS ASIA DIVIDEND INSTITUTIONAL 577130-75-0 MIPI X	13.71	467.987	6,416.10	6,542.88	(126.78)	169.87	2.65%

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Alternative Assets Summary

Asset Categories	Beginning Estimated Value	Ending Estimated Value	Change In Value	Current Allocation
Hedge Funds	42,714.18	42,901.76	187.58	21%

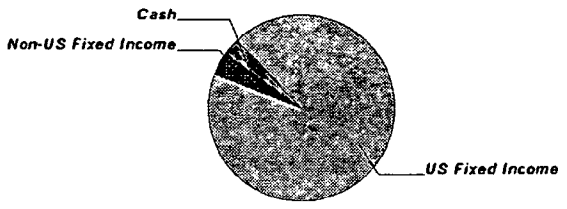
Alternative Assets Detail

	Price	Quantity	Estimated Value	Cost
Hedge Funds				
EATON VANCE FLOATING-RATE ADVANTAGE I 277923-63-7 EIFA X	10.98	1,106.881	12,153.55	12,065.00
GATEWAY FUND - Y 367829-88-4 GTEY X	27.44	748.833	20,547.98	19,889.00
HSBC FDS TOTAL RETURN I 40428X-15-6 HTRI X	10.25	995.144	10,200.23	10,113.00
Total Hedge Funds			**$42,901.76**	**$42,067.00**

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	3,581.48	4,160.05	578.57	2%
US Fixed Income	134,918.19	135,718.21	800.02	66%
Non-US Fixed Income	6,189.63	6,237.24	47.61	3%
Total Value	**$144,689.30**	**$146,115.50**	**$1,426.20**	**71%**

Asset Categories



Market Value/Cost	Current Period Value
Market Value	146,115.50
Tax Cost	145,326.73
Unrealized Gain/Loss	788.77
Estimated Annual Income	7,185.91
Accrued Interest	113.90
Yield	4.91%

Cash & Fixed Income as a percentage of your portfolio - 71 %

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	146,115.50	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	4,160.05	2%
International Bonds	7,589.89	5%
Mutual Funds	122,001.77	85%
Other	12,363.79	8%
Total Value	**$146,115.50**	**100%**

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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	4,160.05	4,160.05	4,160.05		0.41 0.04	0.01% [1]
US Fixed Income							
HARBOR HIGH YIELD BOND FUND - INS 411511-55-3	11.14	1,356.56	15,112.04	15,207.00	(94.96)	903.46	5.98%
HARBOR CONVERTIBLE SEC FD-IS 411512-73-4	9.91	404.25	4,006.09	3,998.00	8.09	95.40	2.38%
COHEN & STEERS PREFERRED SECURITIES AND INCOME FUND INC 19248X-30-7	12.96	644.88	8,357.70	7,852.91	504.79	549.44	6.57%
JPM STR INC OPP FD FUND 3844 4812A4-35-1	11.67	650.38	7,589.89	7,785.00	(195.11)	251.69 23.41	3.32%
DOUBLELINE FDS TR TTL RTN BD I 258620-10-3	11.34	2,680.48	30,396.59	30,050.00	346.59	2,114.89	6.96%
JPM HIGH YIELD FD - SEL FUND 3580 4812C0-80-3	8.02	693.86	5,564.73	5,765.95	(201.22)	372.60 30.53	6.70%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
US Fixed Income							
JPM SHORT DURATION BOND FD - SEL FUND 3133 4812C1-33-0	11.02	1,329.24	14,648.18	14,606.56	41.62	212.67 14.62	1.45%
JPM TR I MLT SC INCM SL 48121A-29-0	10.10	1,969.50	19,891.93	19,713.00	178.93	852.79 45.30	4.29%
RIDGEWORTH FDS SEIX FLRT HI I 76628T-67-8	8.87	1,392.41	12,350.64	12,517.73	(167.09)	622.40	5.04%
T. ROWE PRICE INSTL INCOME FDS FLTG RATE FD F 77958B-10-5	10.12	1,155.86	11,697.30	11,851.53	(154.23)	582.55	4.98%
BLACKROCK HIGH YIELD BOND 091929-63-8	7.88	774.51	6,103.12	5,796.00	307.12	379.50	6.22%
Total US Fixed Income			**$135,718.21**	**$135,143.68**	**$574.53**	**$6,937.39** **$113.86**	**5.11%**
Non-US Fixed Income							
PIMCO EMERGING MARKETS CORPORATE BOND FUND 72201W-85-7	11.79	529.03	6,237.24	6,023.00	214.24	248.11	3.98%

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Portfolio Activity Summary

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**3,581.48**	--
INFLOWS		
Income	578.57	5,275.03
Total Inflows	**$578.57**	**$5,275.03**
OUTFLOWS **		
Fees & Commissions		(1,654.37)
Total Outflows	**$0.00**	**($1,654.37)**
TRADE ACTIVITY		
Settled Sales/Maturities/Redemptions		43,554.05
Settled Securities Purchased		(52,620.00)
Total Trade Activity	**$0.00**	**($9,065.95)**
Ending Cash Balance	**$4,160.05**	--

Cost Adjustments	Current Period Value	Year-To-Date Value*
Cost Adjustments		(67.80)
Total Cost Adjustments	**$0.00**	**($67.80)**

* Year to date information is calculated on a calendar year basis.
** Your account's standing instructions use a FIRST IN, FIRST OUT method for relieving assets from your position

Portfolio Activity Detail

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit / Amount	Amount
8/1	Div Domest	JPM STR INC OPP FD FUND 3844 @ 0.038 PER SHARE (ID: 4812A4-35-1)	650.376	0.038	24.71
8/1	Interest Income	DEPOSIT SWEEP INTEREST FOR JULY @ .01% RATE ON NET AVG COLLECTED BALANCE OF $5,062.01 AS OF 08/01/12			0.04
8/1	Div Domest	JPM HIGH YIELD FD - SEL FUND 3580 @ 0.044 PER SHARE (ID: 4812C0-80-3)	693.857	0.044	30.53
8/1	Div Domest	JPM SHORT DURATION BOND FD - SEL FUND 3133 @ 0.012 PER SHARE (ID: 4812C1-33-0)	1,329.236	0.012	15.95
8/1	Div Domest	JPM TR I MLT SC INCM SL @ 0.058 PER SHARE (ID: 48121A-29-0)	1,969.498	0.058	114.23
8/1	Div Domest	BLACKROCK HIGH YIELD BOND 07/31/12 INCOME DIVIDEND @ 0.042 PER SHARE AS OF 07/31/12 (ID: 091929-63-8)	774.507	0.042	32.39
8/1	Div Domest	EATON VANCE FLOATING-RATE ADVANTAGE I 07/31/12 INCOME DIVIDEND @ 0.052 PER SHARE AS OF 07/31/12 (ID: 277923-63-7)	1,106.881	0.052	57.21
8/1	Div Domest	HSBC FDS TOTAL RETURN I 08/01/12 INCOME DIVIDEND @ 0.003 PER SHARE (ID: 40428X-15-6)	995.144	0.003	3.08
8/2	Div Domest	COHEN & STEERS PREFERRED SECURITIES AND INCOME FUND INC 07/31/12 INCOME DIVIDEND @ 0.071 PER SHARE AS OF 07/31/12 (ID: 19248X-30-7)	644.884	0.071	45.79
8/2	Div Domest	DOUBLELINE FDS TR TTL RTN BD I 07/31/12 INCOME DIVIDEND @ 0.056 PER SHARE AS OF 07/31/12 (ID: 258620-10-3)	2,680.475	0.056	151.10

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INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
8/2	Div Domest	PIMCO EMERGING MARKETS CORPORATE BOND FUND 07/31/12 INCOME DIVIDEND @ 0.035 PER SHARE AS OF 07/31/12 (ID: 72201W-85-7)	529.028	0.035	18.70
8/2	Div Domest	RIDGEWORTH FDS SEIX FLRT HI I 08/01/12 INCOME DIVIDEND @ 0.037 PER SHARE AS OF 08/01/12 (ID: 76628T-67-8)	1,392.406	0.038	52.23
8/2	Div Domest	T. ROWE PRICE INSTL INCOME FDS FLTG RATE FD F 07/31/12 INCOME DIVIDEND @ 0.040 PER SHARE AS OF 07/31/12 (ID: 77958B-10-5)	1,155.860	0.028	32.61
Total Inflows & Outflows					**$578.57**

For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

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

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

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

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. 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.

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 asset may have been provided to us by third parties who may or 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.

In cases where we are unable to obtain a current market value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced". Although such securities may have value, please note that the value of a security indicated as "unpriced" will not be included in your overall current market value as reflected on the statement.

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

When we are unable to obtain a current value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced".

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.

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.

Offshore Deposits - London and Nassau

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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).

Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

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

Fund manager disclosure information available upon request

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

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

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR INVESTMENT MANAGEMENT ACCOUNT(S) WHICH REFLECT ASSETS HELD AT JPMORGAN CHASE BANK, N.A.

In case of other errors or questions about other account statement(s)

Please review your account statement(s) 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 JPMCB at the addresses shown on your statement(s). Any oral communication should be re-confirmed in writing to further protect your rights. 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.

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.

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.

PRODUCT RELATED DISCLOSURE: 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 or for your Investment Management or Trust account contact your J.P. Morgan team. 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 or for your Investment Management or Trust account contact your J.P. Morgan team. 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 or for your Investment Management or Trust account contact your J.P. Morgan team.

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. An 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 or for your Investment Management or Trust account contact your J.P. Morgan team.

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 or for your Investment Management or Trust account contact your J.P. Morgan team.

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 might 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 or for your Investment Management or Trust account contact your J.P. Morgan team.

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.

PRODUCT RELATED DISCLOSURE: THE JPMORGAN FUNDS OR THIRD PARTIES

Shares of the funds referenced above 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.

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Prospectuses and other fund information for JPMorgan funds may be obtained by calling your J.P. Morgan team or JPMorgan Distribution Services, Inc. at (800) 480-4111. You also may view and order materials online for JPMorgan funds at www.jpmorganfunds.com.

J.P. Morgan affiliates may receive compensation from the JPMorgan funds for providing investment advisory services to the funds. J.P. Morgan affiliates may also provide administrative, custodial, sales, distribution, shareholder or other services to the JPMorgan Funds or funds established, sponsored, advised, or managed by third parties, and J.P. Morgan affiliates may be compensated for such services as allowed by applicable law. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMCB.

Assets may be reflected herein even though they may be 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.



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SHIRLEY BERNSTEIN IRA R/O
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

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J.P.Morgan

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

S BERNSTEIN IRA DECD ACCT. W32603008
For the Period 8/1/12 to 8/31/12

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

No market value or activity to report during this period

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

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

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Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. 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.

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 asset may have been provided to us by third parties who may or 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.

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Offshore Deposits - London and Nassau

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Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

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

Fund manager disclosure information available upon request

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

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

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR ASSET ACCOUNT(S) (LINKED TO JPMS)

Your Asset Account consists of a bank account that custodies assets linked to a brokerage account through which securities transactions are executed. As a result, the Asset Account statement(s) reflect brokerage transactions executed through JPMS but (except for exchange listed options) held in custody at JPMCB. Securities purchased or sold through JPMS in U.S. markets (other then mutual funds) are cleared through an affiliate of JPMS, in non-U.S. markets securities are cleared through JPMS. Positions in exchange-listed options are held by JPMCC. 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).

In Case of Other Errors or Questions About Your Asset Account Statement(s)

Please review your statement(s) 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(s). 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.

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 JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $250,000 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.

In Case of Errors or Questions About Your Electronic Transfers.

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

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

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

Deposit products and services are offered by JPMCB Member FDIC.

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.

With reference to JPMS and JPMCC: 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.

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 or have made available to you. Upon written request, JPMS will promptly supply you with the latest information.

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WILMINGTON TRUST

Relationship Summary

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

CONTACTS

Private Client Advisor:	*CARECE M. RUFE*	*302-651-8248*	*crufe@wilmingtontrust.com*

CORPORATE HEADQUARTERS

Rodney Square North
1100 North Market Street
Wilmington DE 19890-0001

877-836-9206 *www.wilmingtontrust.com*

IMPORTANT INFORMATION

On July 1, 2012, Wilmington Trust converted to a new trust and investment management system. This statement is produced from our new system which reflects information in a slightly different format. Please note that year to date fields will include cumulative data with a start date of July 1, 2012, but will not include data or totals from the first six months of 2012. If you have any questions, please contact your relationship team.

For clients invested in the Wilmington Trust Common Trust Funds, audited financial reports are prepared annually for the funds and are available to you at no charge. If you would like to receive copies of these reports, please contact your Relationship Manager. Wilmington Trust receives an administration fee from the common trust funds equal to 0.10% annually of the market value of the common trust funds held in client accounts.

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7020 LIONS HEAD LANE
BOCA RATON FL 33496-5931

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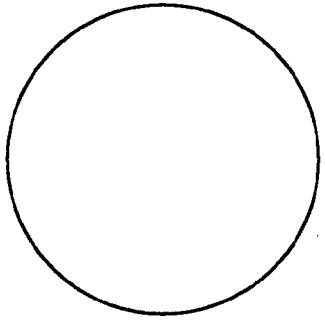
WILMINGTON TRUST

Market Value Summary

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

ASSET ALLOCATION
CURRENT RELATIONSHIP MARKET VALUE: $2,829,962



Equity	0%
Fixed Income	0%
Inflation Hedges	0%
Hedged Strategies	0%
Cash & Currency	
Other Assets	100%

	MARKET VALUE (M/V) As of 7/31/2012	NET CONTRIBUTIONS (WITHDRAWALS)	MARKET VALUE (M/V) CHANGE	MARKET VALUE (M/V) As of 8/31/2012
TOTAL PRINCIPAL	$2,842,462	$0	$0	$2,842,462
TOTAL INCOME	($12,500)	$0	$0	($12,500)
TOTAL	$2,829,962	$0	$0	$2,829,962

Net contribution/withdrawal figures include fees. Market value figures include accruals.

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Income Summary

	From 7/31/2012 through 8/31/2012		Calendar Year to Date	
	TAXABLE	TAX EXEMPT	TAXABLE	TAX EXEMPT
TOTAL PRINCIPAL	**$0**	**$0**	**$0**	**$0**
TOTAL INCOME	**$0**	**$0**	**$0**	**$0**
TOTAL	**$0**	**$0**	**$0**	**$0**

Realized Gain/(Loss) Summary

	From 7/31/2012 through 8/31/2012		Calendar Year to Date	
	SHORT TERM	LONG TERM	SHORT TERM	LONG TERM
TOTAL PRINCIPAL	**$0**	**$0**	**$0**	**$0**
TOTAL	**$0**	**$0**	**$0**	**$0**

Realized gain/(loss) figures do not include currency gain/(loss).

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WILMINGTON TRUST

Summary of Investments

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

INVESTMENT CATEGORY	MARKET VALUE (M/V) As of 7/31/2012	% OF M/V	MARKET VALUE (M/V) As of 8/31/2012	% OF M/V
PRINCIPAL PORTFOLIO(S)				
Cash & Currency				
Uninvested Cash	($729.06)	(0.03)	($729.06)	(0.03)
TOTAL Cash & Currency	**(729.06)**	**(0.03)**	**(729.06)**	**(0.03)**
Other Assets				
Privately Held Partnerships	2,843,190.72	100.03	2,843,190.72	100.03
TOTAL Other Assets	**2,843,190.72**	**100.03**	**2,843,190.72**	**100.03**
TOTAL PRINCIPAL PORTFOLIO(S)	**2,842,461.66**	**100.00**	**2,842,461.66**	**100.00**
INCOME PORTFOLIO(S)				
Cash & Currency				
Uninvested Cash	(12,500.00)	100.00	(12,500.00)	100.00
TOTAL Cash & Currency	**(12,500.00)**	**100.00**	**(12,500.00)**	**100.00**
TOTAL INCOME PORTFOLIO(S)	**(12,500.00)**	**100.00**	**(12,500.00)**	**100.00**
GRAND TOTAL(S)	**2,829,961.66**		**2,829,961.66**	

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	AMOUNT
PRINCIPAL	
OPENING CASH & CASH MANAGEMENT BALANCES:	($729.06)
RECEIPTS	
No activity during this period	
DISBURSEMENTS	
No activity during this period	
CLOSING CASH & CASH MANAGEMENT BALANCES:	(729.06)
INCOME	
OPENING CASH & CASH MANAGEMENT BALANCES:	(12,500.00)
RECEIPTS	
No activity during this period	
DISBURSEMENTS	
No activity during this period	
CLOSING CASH & CASH MANAGEMENT BALANCES:	(12,500.00)

2012-09-0600001123100000 MSB1602671 0001 0001130206 000023997 00163000 088 000 H

QUANTITY / DESCRIPTION	MARKET VALUE (M/V) / MARKET UNIT PRICE	%M/V	FEDERAL TAX COST / AVERAGE UNIT COST	UNREALIZED GAIN/(LOSS)	ACCRUED INCOME	ESTIMATED ANNUAL INCOME	YIELD (%) / YTM (%)
PRINCIPAL PORTFOLIO(S)							
Cash & Currency							
(729.0600)	($729.06)	(0.03)	($729.06)	$0.00	$0.00	$0.00	0.00
CASH	1.0000		1.00				
TOTAL Cash & Currency	**(729.06)**	**(0.03)**	**(729.06)**	**0.00**	**0.00**	**0.00**	**0.00**
Other Assets							
BERNSTEIN FAMILY INVESTMENTS, LLLP (49.5% INTEREST) CUSIP 99W764AB3	2,843,190.72	100.03	1,915,456.39	927,734.33	0.00	0.00	0.00
TOTAL Other Assets	**2,843,190.72**	**100.03**	**1,915,456.39**	**927,734.33**	**0.00**	**0.00**	**0.00**
TOTAL PRINCIPAL PORTFOLIO(S)	**2,842,461.66**	**100.00**	**1,914,727.33**	**927,734.33**	**0.00**	**0.00**	**0.00**
INCOME PORTFOLIO(S)							
Cash & Currency							
(12,500.0000)	(12,500.00)	100.00	(12,500.00)	0.00	0.00	0.00	0.00
CASH	1.0000		1.00				
TOTAL Cash & Currency	**(12,500.00)**	**100.00**	**(12,500.00)**	**0.00**	**0.00**	**0.00**	**0.00**
TOTAL INCOME PORTFOLIO(S)	**(12,500.00)**	**100.00**	**(12,500.00)**	**0.00**	**0.00**	**0.00**	**0.00**
GRAND TOTAL(S)	**2,829,961.66**		**1,902,227.33**	**927,734.33**	**0.00**	**0.00**	**0.00**

DATE	TYPE	QUANTITY	DESCRIPTION	AMOUNT
PRINCIPAL				
	OPENING CASH & CASH MANAGEMENT BALANCES:			**($729.06)**
	Cash balances are invested on a daily basis.			
	No activity during this period			
	CLOSING CASH & CASH MANAGEMENT BALANCES:			**(729.06)**
INCOME				
	OPENING CASH & CASH MANAGEMENT BALANCES:			**(12,500.00)**
	Cash balances are invested on a daily basis.			
	No activity during this period			
	CLOSING CASH & CASH MANAGEMENT BALANCES:			**(12,500.00)**

2012-09-0600001123100000 MSB1602671 0001 0001130206 000023996 00163500 08P 000 H

The market value and estimated income information contained in this statement reflect market quotations at the close of your statement period and may not reflect current values. This statement should not be used to prepare tax documents. Information for tax reporting purposes will be reflected in your annual Wilmington Trust Tax Information Letter. Please contact your relationship manager if you have any questions.

The Estimated Annual Income (EAI) has been provided for comparison purposes only. EAI may be based on historical information for equities and commingled vehicles such as funds and private placements.

You have 180 days from your receipt of this report to notify Wilmington Trust in writing of your objection to or disapproval of any item set forth in this report. If you do not deliver a written objection or disapproval to Wilmington Trust within the time period stated above, the matters contained in this report shall be deemed to be approved by you and you will be prevented from later asserting any objection or disapproval.

If you do make an objection or disapproval of any item set forth in this report your claim will be limited to the applicable state statute of limitations and will begin to run on the date that you received this report. A claim may be precluded earlier by adjudication, release, consent, limitation or otherwise. We suggest that you consult with your attorney concerning limitation periods that may affect your rights to bring a claim.

Continued on back...

IRS

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
% TESCHER & SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351950

Notice	CP504B
Notice date	December 16, 2013
Employer ID number	32-0234597

Payment

- Make your check or money order payable to the United States Treasury.
- Write your Employer ID number (32-0234597), the tax period (December 31, 2012), and the form number (1065) on your payment and any correspondence.

Amount due immediately **$1,758.03**

INTERNAL REVENUE SERVICE
KANSAS CITY, MO 64999-0202

320234597 IN BERN 06 2 201212 670 00000000000

J.P.Morgan

Check Number 02996946 1-2/210

TREASURER'S CHECK

DATE 12/19/13

PAY TO THE ORDER OF UNITED STATES TREASURY

***ONE THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS AND THREE CENTS

FOR ACCOUNT OF

$1,758.03

TAX I.D. 32-0234597

JP MORGAN CHASE BANK, N.A.
Payable At: JPMORGAN CHASE BANK, N.A.
NEW YORK NY

SECURITY FEATURES INCLUDED: SEE DETAILS ON BACK

Peter D. Santaguida
AUTHORIZED SIGNATURE

⑈02996946⑈ ⑆021000021⑆ 00433471 9⑈

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201-0038

7161 7618 3636 5025 0302

020620.393196.27288.1039 2 AT 0.384 1150

	SB
Notice	CP504B
Tax Period	2012
Notice date	December 16, 2013
Employer ID number	32-0234597
To contact us	Phone 1-800-829-0115
Your Caller ID	997925
Page 1 of 3	

320234597221

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
% TESCHER & SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351950

020620

Notice of intent to levy

Intent to seize your property or rights to property

Amount due immediateiy: $1,758.03

As we notified you before, our records show you have unpaid taxes for the tax period ending December 31, 2012 (Form 1065). If you don't call us immediately or pay the amount due by December 26, 2013, we will seize ("levy") your property or rights to property and apply it to the $1,758.03 you owe.

Billing Summary

Amount you owed	$1,755.00
Interest charges	3.03
Amount due immediately	**$1,758.03**

SB

Notice	CP504B
Tax Period	December 31, 2012
Notice date	December 16, 2013
Employer ID number	32-0234597

What you need to do immediately

Pay immediately

- Send us the amount due of $1,758.03, or we will seize ("levy") your property or rights to property on or after December 26, 2013.
- 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 26, 2013. 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).

If we don't hear from you—**continued**

If we don't hear from you—**continued**

020620

- 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.

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	**$3.03**

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
October 1, 2012 through December 31, 2012	3%
January 1, 2013 through March 31, 2013	3%
April 1, 2013 through June 30, 2013	3%
July 1, 2013 through September 30, 2013	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.

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 11/30/13 to 12/31/13

00000474 DPB 021 161 00114 NNNNNNNNNNN T 1 000000000 60 0000
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
Brian Lutter	
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		**50,177.17**
Deposits & Credits	1	100,000.00
Ending Balance	**1**	**$150,177.17**

Deposits & Credits

Date	Description		Amount
12/20	Internal Transfer of Funds	As Requested	100,000.00
Total Deposits & Credits			**$100,000.00**

Daily Ending Balance

Date	Amount
12/20	150,177.17

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- 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.
- 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 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 your 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 the 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. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

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Wells Fargo - Bank Account 1945

Checking

WELLS FARGO

Together we'll go far



Wells Fargo® Preferred Rate Savings

Account number: **1010107811945** ■ August 9, 2012 - September 11, 2012 ■ Page 1 of 3

WELLS FARGO

DCRL11DTH9 000816

SIMON BERNSTEIN
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-742-4932

TTY: 1-800-877-4833
En español: 1-877-727-2932
華語 1-800-288-2288 *(6 am to 7 pm PT, M-F)*

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (287)
P.O. Box 6995
Portland, OR 97228-6995

DCRL11DTH9 000816 NNNNNNNNN NNN NNN 001 002 287 003307 10362804.1.1

You and Wells Fargo

Online Banking with Wells Fargo

Are you aware of all the Online Banking services we offer? We continue to add to and improve our online features to meet your needs with services such as Mobile Banking, Account Alerts, and My Spending Report and Budget Watch. Visit wellsfargo.com for more information on any of these services.

Activity summary

Beginning balance on 8/9	$3,038.38
Deposits/Additions	0.12
Withdrawals/Subtractions	- 1,439.01
Ending balance on 9/11	**$1,599.49**

Account number: **1010107811945**
SIMON BERNSTEIN
Florida account terms and conditions apply
For Direct Deposit and Automatic Payments use Routing Number (RTN): 063107513

Interest summary

Interest paid this statement	$0.12
Average collected balance	$2,702.14
Annual percentage yield earned	0.05%
Interest earned this statement period	$0.12
Interest paid this year	$1.53

OCT
INT PMT Loan 1382.81
Service Fee 10.00
Plus Interest .01
206.63

Nov 1 - 1425.00 (Automatic Debit For Loan Equity)
No Funds

Renee T/C on 12/19/12

WELLS FARGO

Transaction history

Date	*Description*	*Deposits/ Additions*	*Withdrawals/ Subtractions*	*Ending daily balance*
9/4	WF Loan/Line Auto Pay 120831 505038475190001 Bernstein Shirl		1,429.01	1,609.37
9/11	Interest Payment	0.12		
9/11	Monthly Service Fee		10.00	1,599.49
Ending balance on 9/11				**1,599.49**
Totals		**$0.12**	**$1,439.01**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

IMPORTANT ACCOUNT INFORMATION

Effective November 7, 2012, debit or ATM card cash withdrawals made in person at non-Wells Fargo locations or in person using the cash advance feature at Wells Fargo banking locations will be subject to your daily ATM withdrawal limit.

In addition, in the Terms & Conditions for Wells Fargo Consumer Debit Cards, the section titled "Authorization Holds for Card transactions" and Consumer Account Agreement section titled "Authorization holds for *card* transactions" are changing to clarify that the Bank is permitted to place authorization holds for up to 30 days on certain debit card transactions.

Remember, an "authorization hold" is a "pending" transaction that will reduce the current available balance that you can withdraw or use to pay transactions from your account. If you do not have sufficient available funds in your account, transactions may be paid with an overdraft protection advance, paid into overdraft or returned unpaid as applicable.

The Bank is permitted to place an authorization hold on your account for purchases for up to three (3) business days on most transactions (or for up to thirty (30) business days for certain types of debit or ATM card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions), from the time of the authorization or until the transaction is paid from your primary-linked checking account. Please note that if the transaction is not submitted for payment by the merchant within the three (3) business days (or thirty (30) business days, as applicable), the Bank will release the authorization hold, which will increase the available balance in your primary-linked checking account until the transaction is submitted for payment by the merchant and finally posted to your primary-linked checking account.

The merchant may submit the transaction for payment after the Bank has released the authorization hold. If this happens, the Bank must honor the prior authorization and will pay the transaction from your primary-linked checking account.

WELLS FARGO

Worksheet to balance your account

Follow the steps below to reconcile your statement balance with your account register balance. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.

A **Enter the ending balance** on this statement. $

B **List outstanding deposits and other credits** to your account that do not appear on this statement. **Enter the total** in the column to the right.

Description	Amount
Total	$

+ $

C **Add A and B** to calculate the subtotal. = $

D **List outstanding checks, withdrawals, and other debits** to your account that do not appear on this statement. **Enter the total** in the column to the right.

Number/Description	Amount
Total	$

- $

E **Subtract D from C** to calculate the adjusted ending balance. This amount should be the same as the current balance shown in your register. = $

General statement policies for Wells Fargo Bank

■ **To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts.** You have the right to dispute the accuracy of information that Wells Fargo Bank, N.A. has furnished to a consumer reporting agency by writing to us at Wells Fargo Servicing, P.O. Box 14415, Des Moines, IA 50306-3415. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.

■ **In case of errors or questions about your electronic transfers,** telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. 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 (if any).
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 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 your Direct Deposit Advance® service**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at Wells Fargo Bank, P. O. Box 6995, Portland, OR 97228-6995 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

1. Your name and account number
2. The dollar amount of the suspected error
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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Member FDIC. EQUAL HOUSING LENDER

DCRL11DTH9 000816 NNNNNNNNNN NNN NNN 002 002 287 003309 10362804.1.1

Consumer Account Application

Bank Name:		Store Name:	
WELLS FARGO BANK, N.A.		ARVIDA	
Banker Name:		**Officer/Portfolio Number:**	**Date:**
KARLA SALAZAR		E3139	10/11/2012
Banker Phone:	**Store Number:**	**Banker AU:**	**Banker MAC:**
561/994-4977	10747	0066491	Z6006-010

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

New Account Information

Product Name:	Minor:	COID:	Product:	Account Number:
Wells Fargo Preferred Checking		287	DDA	9298956682

New Account Kit:
Printed

Related Customers

Customer Name:	Account Relationship:
ESTATE OF SIMON L BERNSTEIN	Estate
ROBERT L SPALLINA	Personal Representative (Sole)

Checking/Savings Statement Mailing Information

Customer(s) Listed on Statement:	Statement Mailing Address:	
ESTATE OF SIMON L BERNSTEIN	7387 WISTERIA AVE	
ROBERT L SPALLINA PREP	Address Line 2:	
	City: PARKLAND	State: FL
	ZIP/Postal Code: 33076-3917	Country: US

Customer 1 Information

Customer Name: ESTATE OF SIMON L BERNSTEIN	Street Address: 7387 WISTERIA AVE
Account Relationship: Estate	Address Line 2:
Taxpayer Identification Number (TIN): 30-6329442 / TIN Type: EIN / Date of Birth:	Address Line 3:
Primary ID Type: / Primary ID Description:	City: PARKLAND / State: FL
Primary ID St/Ctry/Prov: / Primary ID Issue Date: / Primary ID Expiration Date:	ZIP/Postal Code: 33076-3917 / Country: US / Time at this address: Year(s) Month(s)
Secondary ID Type: / Secondary ID Description:	Directional Address: *(Document when no physical residence, business or alternate street address.)*
Secondary ID State/Country: / Secondary ID Issue Date: / Secondary ID Expiration Date:	
Home Phone: / Business Phone:	Previous Street Address:
Current Employer:	City: / State:
Check Reporting:	ZIP/Postal Code: / Country: / Time at this address: Year(s) Month(s)
Country of Citizenship:	

Customer 2 Information

Customer Name: ROBERT L SPALLINA	Street Address: 7387 WISTERIA AVE
Account Relationship: Personal Representative (Sole)	Address Line 2:
Taxpayer Identification Number (TIN): 266-99-7171 | TIN Type: SSN | Date of Birth: 06/09/1965	Address Line 3:
Primary ID Type: DLIC | Primary ID Description: S145-772-65-209-0	City: PARKLAND | State: FL
Primary ID St/Ctry/Prov: FL | Primary ID Issue Date: 06/07/2007 | Primary ID Expiration Date: 06/09/2013	ZIP/Postal Code: 33076-3917 | Country: US | Time at this address: Year(s) Month(s)
Secondary ID Type: OTHR CC | Secondary ID Description: AMEX	Directional Address: *(Document when no physical residence, business or alternate street address.)*
Secondary ID State/Country: | Secondary ID Issue Date: | Secondary ID Expiration Date: 01/30/2013	
Home Phone: 954/341-3520 | Business Phone: 561/997-7008	Previous Street Address:
Current Employer: TESCHER GUTTER AT ALL	City: | State:
Check Reporting: NO RECORD	ZIP/Postal Code: | Country: | Time at this address: Year(s) Month(s)
Country of Citizenship: US	

Request for Taxpayer Identification Number and Certification

(Substitute Form W-9)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisitionor abandonment of secured property, contributions to an Individual Retirement Arrangement (IRA), and payment other than interest and dividends).
3. I am a U.S. citizen or other U.S. person.

☐ I am subject to backup withholding ☐ I am exempt from backup withholding

Tax Responsible Customer Name: ESTATE OF SIMON L BERNSTEIN | Taxpayer Identification Number (TIN): 30-6329442

TIN Certification Signature

[redacted]

☐ Submit manually
☐ Signature not required

Date: 10/11/2012

Customer Signatures

Everything I have stated in this application is correct. You are authorized to make any inquiries that you consider appropriate to determine if you should open or maintain the account. This may include ordering a credit report or other report (i.e. information from any motor vehicle department or other state agency) on me. **I have received a copy of the applicable account agreement, the privacy policy, and the *Direct Deposit Advance Service Agreement and Product Guide** (as each may be amended from time to time) and agree to be bound by their terms.** I also agree to the terms of the dispute resolution program described in the foregoing agreements. **Under the dispute resolution program, our disputes will be decided before one or more neutral persons in an arbitration proceeding and not by a jury trial or a trial before a judge.**

*The Direct Deposit Advance service is not currently available in all states.

Customer 1 Name
ESTATE OF SIMON L BERNSTEIN

Customer 1 Signature
[redacted]

☐ Submit manually
☒ Signature not required

Date:
10/11/2012

Customer 2 Name
ROBERT L SPALLINA

Customer 2 Signature
[redacted]

☐ Submit manually
☐ Signature not required

Date:
10/11/2012

Debit Card Overdraft Service Confirmation

Date: 10/11/2012

ROBERT L SPALLINA
7387 WISTERIA AVE
PARKLAND FL 330763917

Subject: Debit Card Overdraft Service for your account ending in 56682

Dear ROBERT L SPALLINA

This confirms your request to decline Debit Card Overdraft Service on the above-referenced checking account. Your account will be updated within three business days. Here is some important information that may be helpful.

What do I need to know?

Your ATM and everyday debit card transactions will be declined if you do not have enough money in your account or any linked overdraft protection account (such as an eligible savings account or credit account) at the time of the transaction. You will need to have cash, credit card, or another payment source to complete your purchase.

What if I change my mind and want to add this service?
If you decide you want to add Debit Card Overdraft Service, call our automated service at 1-877-804-4883, sign onto Online Banking and click the Account Services tab, visit a Wells Fargo ATM, or speak to a banker at any Wells Fargo banking location.

What if I have questions?
Please speak with your banker or contact us at Wells Fargo Phone Bank[SM], 1-800-TO-WELLS (1-800-869-3557). Phone Bankers are available to assist you 24 hours a day, 7 days a week.

We appreciate your business and look forward to continuing to serve your banking needs. Thank you for choosing Wells Fargo.

Legacy Bank of FL 2587

THIS DOCUMENT IS PROTECTED BY A MICROPRINT SIGNATURE LINE. BLANK FACE PAPER. THERE IS A VARIABLE WATERMARK ON REVERSE SIDE.

LEGACY BANK of Florida

2300 Glades Road Ste. 140 West
Boca Raton, FL 33431

CASHIER'S CHECK

No. 009107

AMOUNT

Jan 23, 2013

PAY TO THE ORDER OF ESTATE OF SIMON BERNSTEIN $369.25

Three Hundred Sixty Nine and 25/100********

REMITTER: SIMON BERNSTEIN

MEMO: CLOSE ACCT

JCadmale

⑈009107⑈ ⑆067015999⑆ 00100000016⑈

LEGACY BANK of Florida

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, DESTROYED OR STOLEN.

009107

Jan 23, 2013

ESTATE OF SIMON BERNSTEIN

$369.25

Three Hundred Sixty Nine and 25/100********

REMITTER: SIMON BERNSTEIN

MEMO: CLOSE ACCT 15002587

Please deposit into Estate of Simon Bernstein Acct#500-001717-6

Thank you!

closed Legacy acct

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 17, 2013

Attn: Margo Hall
Legacy Bank of Florida
2300 Glades Road Suite 140W
Boca Raton, FL 33431

Re: Simon Bernstein
Account # 15002587

Dear Ms. Hall:

As per your discussion with my assistant, enclosed is a certified copy of the Letters of Administration showing that I am the named personal representative of the Estate of Simon Bernstein, together with an original death certificate for Simon Bernstein. Please close out the above-referenced account and forward a check made payable to the Estate of Simon Bernstein to my office.

It is my understanding that you only require copies of the Letters of Administration and the death certificate, so I am enclosing a return Federal Express envelope for your use in forwarding us the check, together with our original documents.

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

Sincerely yours,

ROBERT L. SPALLINA

RLS/km

Enclosures

FedEx Shipment Receipt

Outbound Shipment

Address Information

Ship to:	**Ship from:**
Margo Hall	Kimberly Moran
TESCHER & SPALLINA	TESCHER & SPALLINA
Legacy Bank of Florida	
2300 Glades Road Suite 140W	4855 Technology Way
	Suite 720
BOCA RATON, FL	BOCA RATON, FL
33431	33431
US	US
561-347-1970	5619977008

Shipment Information:
Tracking no.: 794543758975
Date Created: 01/17/2013
Estimated shipping charges: 11.62

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1.00 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

Return Shipment

Address Information

Ship to:
Kimberly Moran
TESCHER & SPALLINA
4855 Technology Way
Suite 720
BOCA RATON, FL
33431
US
5619977008

Shipment Information:
Tracking no.: 794543759320

Estimated shipping charges: 12.12

Package Information
Return label type: Print
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
RMA no.:
Total weight: 1 LBS
Declared Value: 0.00 USD

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

Billing Information:
Bill transportation to: Tescher & Spallina-343

TS004836

Your reference: Bernstein 11187.006
P.O. no.:
Invoice no.:
Department no.:

Your reference: 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.

TS004837

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

Deceased. IZ

LETTERS OF ADMINISTRATION

2012 OCT -2 AM 9:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 2 day of Oct, 2012.

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 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

TS004838

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: December 20, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

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

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

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

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr) **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

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

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **NATURAL**

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

a **MYOCARDIAL INFARCT**

b **SEVERE CORONARY ATHEROSCLEROSIS**

c

d

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

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **YES**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **NO**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Baggs ,State Registrar

REQ: **2013376149**

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

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

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

TS004839

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

ACCOUNT: 15002587
DOCUMENTS: 0

PAGE: 1
09/14/2012

TELEPHONE:561-347-1970

000015

SIMON BERNSTEIN
SHIRLEY BERNSTEIN
950 PENINSULA CORP. CRL #3010
BOCA RATON FL 33487

15
0
0

ESSENTIAL CHECKING ACCOUNT 15002587

		LAST STATEMENT 08/15/12	384.25
MINIMUM BALANCE	384.25	CREDITS	.00
AVERAGE BALANCE	384.25	DEBITS	.00
		THIS STATEMENT 09/14/12	384.25

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	$.00	$.00
TOTAL RETURNED ITEM FEES:	$.00	$.00

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

ACCOUNT: 15002587
DOCUMENTS: 0

PAGE: 1
08/15/2012

TELEPHONE:561-347-1970

000015

SIMON BERNSTEIN
SHIRLEY BERNSTEIN
950 PENINSULA CORP. CRL #3010
BOCA RATON FL 33487

15
0
0

ESSENTIAL CHECKING ACCOUNT 15002587

		LAST STATEMENT 07/13/12	384.25
MINIMUM BALANCE	384.25	CREDITS	.00
AVERAGE BALANCE	384.25	DEBITS	.00
		THIS STATEMENT 08/15/12	384.25

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	$.00	$.00
TOTAL RETURNED ITEM FEES:	$.00	$.00

Legacy Bank of FL - 0898
Shirley Bernstein Family Foundation

TS004842

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

ACCOUNT: 13000898
DOCUMENTS: 0

PAGE: 1
08/31/2012

TELEPHONE:561-347-1970

000178

SHIRLEY BERNSTEIN FAMILY
FOUNDATION, INC.
950 PENINSULA CORP. CRL #3010
BOCA RATON FL 33487

30
0
0

COMMERCIAL MONEY MARKET ACCOUNT 13000898

MINIMUM BALANCE	1,044.73	LAST STATEMENT 07/31/12	1,044.73
AVERAGE BALANCE	1,044.73	1 CREDITS	.04
		1 DEBITS	15.00
		THIS STATEMENT 08/31/12	1,029.77

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
INTEREST	08/31	.04

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
SERVICE CHARGE	08/31	15.00

INTEREST

AVERAGE LEDGER BALANCE:	1,044.73	INTEREST EARNED:	.04
AVERAGE AVAILABLE BALANCE:	1,044.73	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	.04	ANNUAL PERCENTAGE YIELD EARNED:	.04%
INTEREST PAID 2012:	1.59		

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 15.00

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	$.00	$.00
TOTAL RETURNED ITEM FEES:	$.00	$.00

* * * C O N T I N U E D * * *

TELEPHONE:561-347-1970

SHIRLEY BERNSTEIN FAMILY

COMMERCIAL MONEY MARKET ACCOUNT 13000898

- - - - - - - - DAILY BALANCE - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/31	1,029.77				

Monarch Life Insurance Company, in Rehabilitation

October 10, 2012

Estate of Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Re: Policy #0100404
Claim #C59322
Simon L. Bernstein, Deceased

To Whom It May Concern:

We were sorry to learn of Mr. Bernstein's death and extend our sincere sympathy to you and family members.

In reviewing the claim file, I note that we commenced disability on February 3, 1987, and after satisfying the 60-day waiting period, have provided benefits from April 4, 1987 to October 4, 2012.

The policy provides a Death Benefit equal to 3 months of benefits beyond the date of death. Accordingly, the enclosed check in the amount of $4,000.00 represents benefits from October 4 to December 4, 2012.

I trust that our handling of this claim meets with your satisfaction. Should you have any questions regarding this matter, please do not hesitate to contact us.

Sincerely,

Jeffrey F. McManus, ALHC
Director, Claims.

330 Whitney Avenue, Suite 500 Holyoke, MA 01040-2857 413-784-2000

EXPLANATION OF BENEFITS (Continued)

Monarch Life Insurance Company, in Rehabilitation
330 Whitney Avenue, Suite 500
Holyoke, MA 01040-2857

NAME OF INSURED	NAME OF DEPENDENT	CLAIM NUMBER	POLICY NUMBER
BERNSTEIN SIMON L MR		C59322	0100404

BENEFIT CALCULATION BY COVERAGE

Coverage Description:

Elimination Period:

PAYMENT PERIOD
From:
To:

Compensable Period:

Benefit Amount/ Mode:

BENEFIT FACTORS
Benefit Increases:
Coinsurance:
Cost of Living:

Residual:

Benefit Rate:

Eligible Expenses:

Benefit Deductibles or Other Coverages:

BENEFIT:

GROSS BENEFITS:

BENEFIT CALCULATION SUMMARY

GROSS BENEFITS:	$641,400.00
Less FICA Deductions:	
Less Policy Deductibles or Other Coverages	
Less Overpayments:	
(+-)Adjustments:	
Less Previous Payments:	$637,400.00
NET CHECK AMOUNT:	$4,000.00

CHECK ISSUED TO

CHECK DATE	CHECK NUMBER
10/10/2012	12407368

ESTATE OF SIMON L BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

ADDITIONAL INFORMATION

LIMIT REACHED
ELIMINATION PERIOD SUBTRACTED FROM BENEFIT PAYMENT PERIOD

CHECK TO JEFF

Please address all questions to:

MCMANUS JEFFREY
MONARCH LIFE INSURANCE COMPANY CALL TOLL FREE: 1-800-227-2028

Monarch Life Insurance Company, in Rehabilitation
330 Whitney Avenue, Suite 500
Holyoke, MA 01040-2857

EXPLANATION OF BENEFITS

NAME OF INSURED
BERNSTEIN SIMON L MR

ESTATE OF SIMON L BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

CHECK NUMBER: 12407368
CLAIM KIND: SICKNESS
NAME OF DEPENDENT:
PAYMENT TYPE: FINAL RG
CLAIM NUMBER: C59322
POLICY NUMBER: 0100404
DISABILITY DATE: 02/03/1987

BENEFIT CALCULATION BY COVERAGE

Coverage Description:		Sickness Indemnity	Supplementary Monthly Benefit	Social Security Contingency Benefit
Elimination Period:		060 D	060 D	365 D
Payment Period:	From:	02/03/1987	02/03/1987	02/03/1988
	To:	12/04/2012	02/03/1988	06/03/1990
Compensable Period:		308/M	010/M	028/M
Benefit Amount/Mode:		$2,000.00 M	$600.00 M	$600.00 M
Benefit Factors:	Benefit Increases:	0%	0%	0%
	Coinsurance:	0%	0%	0%
	Cost of Living:			
Residual:		.000%	.000%	.000%
Benefit Rate:		100.00%	100.00%	100.00%
Eligible Expenses:				
Benefit Deductibles or Other Coverages:				
BENEFIT:		$618,600.00	$6,000.00	$16,800.00

GROSS BENEFITS: $641,400.00

Bernstein 11187.006
JP Morgan - Bernstein Holdings, LLC Acct.
Bernstein Family Investments, LLLP Acct.

TS004848



000334 0001 of 0009 NSP00MN6 Y1 NNNNNNNN 0000005924.15.0.15.00001.BERNSCV.20121204

BERNSTEIN HOLDINGS LLC
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387



339407388802100333401
340407300106400333401

J.P.Morgan

TS004849

Account Summary

	Account Number	Beginning Net Market Value	Ending Net Market Value	Change In Value	Start on Page
Investment Account(s)					
BERNSTEIN HOLDINGS LLC	W32612009[1]	41,731.91	41,732.21	0.30	4
BERNSTEIN HOLDINGS LLC	24208900[2]	0.00	0.00	0.00	10
Total Value		**$41,731.91**	**$41,732.21**	**$0.30**	

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.

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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000334 0002 of 0009 NSPOOMN6 Y1 NNNNNNNN

Consolidated Summary

INVESTMENT ACCOUNTS

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Cash & Fixed Income	41,731.57	41,731.91	0.34	4.17	100%
Market Value	**$41,731.57**	**$41,731.91**	**$0.34**	**$4.17**	**100%**
Accruals	0.34	0.30	(0.04)		
Market Value with Accruals	**$41,731.91**	**$41,732.21**	**$0.30**		

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**41,731.57**	**39,727.52**
Net Contributions/Withdrawals		2,000.00
Income & Distributions	0.34	4.39
Ending Market Value	**$41,731.91**	**$41,731.91**
Accruals	0.30	0.30
Market Value with Accruals	**$41,732.21**	**$41,732.21**

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.

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000334 0003 of 0009 NSP00MN6 Y1 NNNNNNNN

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
BERNSTEIN HOLDINGS LLC	W32612009	39,727.52	2,000.00	4.39		41,732.21

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]
BERNSTEIN HOLDINGS LLC	W32612009	4.39					

[1]Unrealized Gain/Loss represents data from the time of account inception to the current statement period.

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

BERNSTEIN HOLDINGS LLC ACCT. W32612009
For the Period 11/1/12 to 11/30/12

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

Table of Contents	Page
Account Summary	2
Holdings	
Cash & Fixed Income	4
Portfolio Activity	6

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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000334 0004 of 0009 NSP0OMN6 Y1 NNNNNNNN

TS004853

Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Cash & Fixed Income	41,731.57	41,731.91	0.34	4.17	100%
Market Value	**$41,731.57**	**$41,731.91**	**$0.34**	**$4.17**	**100%**
Accruals	0.34	0.30	(0.04)		
Market Value with Accruals	**$41,731.91**	**$41,732.21**	**$0.30**		

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**41,731.57**	**39,727.52**
Contributions		2,000.00
Net Contributions/Withdrawals	**$0.00**	**$2,000.00**
Income & Distributions	0.34	4.39
Ending Market Value	**$41,731.91**	**$41,731.91**
Accruals	0.30	0.30
Market Value with Accruals	**$41,732.21**	**$41,732.21**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Interest Income	0.34	4.39
Taxable Income	**$0.34**	**$4.39**

Cost Summary	Cost
Cash & Fixed Income	41,731.91
Total	**$41,731.91**

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340407300106400334O5

000334 0005 of 0009 NSP00MN6 Y1 NNNNNNNN

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	41,731.57	41,731.91	0.34	100%

Market Value/Cost	Current Period Value
Market Value	41,731.91
Tax Cost	41,731.91
Estimated Annual Income	4.17
Accrued Interest	0.30
Yield	0.01%

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	41,731.91	100%

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	41,731.91	100%

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

Note: [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	41,731.91	41,731.91	41,731.91		4.17 0.30	0.01% [1]

000334 0006 of 0009 NSP0OMN5 Y1 NNNNNNNN
TS004857
339407388802100334O6
340407300106400334O6

Portfolio Activity Summary

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**41,731.57**	--
INFLOWS		
Income	0.34	4.39
Contributions		2,000.00
Total Inflows	**$0.34**	**$2,004.39**
Ending Cash Balance	**$41,731.91**	--

* 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
11/1	Interest Income	DEPOSIT SWEEP INTEREST FOR OCT. @ .01% RATE ON NET AVG COLLECTED BALANCE OF $40,312.21 AS OF 11/01/12			0.34

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179

BERNSTEIN HOLDINGS LLC ACCT. 24208900
For the Period 11/1/12 to 11/30/12

Margin Account

J.P. Morgan Team

Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.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

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

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

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

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

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. 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.

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 asset may have been provided to us by third parties who may or 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.

In cases where we are unable to obtain a current market value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced". Although such securities may have value, please note that the value of a security indicated as "unpriced" will not be included in your overall current market value as reflected on the statement.

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

When we are unable to obtain a current value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced".

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.

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.

Offshore Deposits - London and Nassau

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J.P.Morgan

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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).

Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

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

Fund manager disclosure information available upon request

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

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

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR ASSET ACCOUNT(S) (LINKED TO JPMS)

Your Asset Account consists of a bank account that custodies assets linked to a brokerage account through which securities transactions are executed. As a result, the Asset Account statement(s) reflect brokerage transactions executed through JPMS but (except for exchange listed options) held in custody at JPMCB. Securities purchased or sold through JPMS in U.S. markets (other then mutual funds) are cleared through an affiliate of JPMS, in non-U.S. markets securities are cleared through JPMS. Positions in exchange-listed options are held by JPMCC. 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).

In Case of Other Errors or Questions About Your Asset Account Statement(s)

Please review your statement(s) 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(s). 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.

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 JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $250,000 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.

In Case of Errors or Questions About Your Electronic Transfers.

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

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

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

Deposit products and services are offered by JPMCB Member FDIC.

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.

With reference to JPMS and JPMCC: 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.

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 or have made available to you. Upon written request, JPMS will promptly supply you with the latest information.

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY 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 11245-001, (347) 643-2578.

If you have a margin account 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.

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J.P. Morgan Account Suitability Supplement

J.P.Morgan

A. Account Information (required for JPMS Brokerage and Investment Management accounts)

Title of Account: BERNSTEIN FAMILY INVESTMENT LLLP

Personal Accounts

☐ Individual ☐ Joint (JTWROS/JAWROS for TX residents) ☐ Tenants in Common ☐ Tenants by the Entirety
☐ Community Property ☐ Transfer on Death (TOD) ☐ UTMA/UGMA ☐ IRA

Primary Account Owner:
Number of Dependents _____ Name of Employer _____ Occupation/ Position _____

Owner Annual Income ($)_____ Liquid Net Worth ($)_____ Total Net Worth excl. primary residence ($)_____

Joint Account Owner:
Annual Income ($)_____

Entity Accounts

☐ Corporation ☐ Partnership ☐ PIC/PHC *(applicable to international entities only)* ☐ Sole Priprietorship
☐ Foundation ☐ Endowment ☐ Limited Liability Company ☒ Limited Liability Partnership ☐ Other Non Profit

Annual Income ($) 500K Liquid Net Worth ($) 5.0MM Total Net Worth ($) 12.0MM

Trust/Estate Accounts

☐ Trust ☐ Estate ☐ Endowment ☐ Foundation ☐ ERISA Plan ☐ Other Charitable Trust ☐ Other _____

Trust/Estate Liquid Net Worth ($)_____ Trust/Estate Total Net Worth ($)_____

B. Affiliations (required for JPMS Brokerage and Investment Management accounts)

Applicable to account owners or authorized signers or trustees and executors.

I, my spouse, or immediate family member who receives material support from me or gives material support to me 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, immediate family member who receives material support from me or gives material support to me, or an individual controlling the account is employed by or associated with a Broker-Dealer: ☐ Yes ☒ No

If yes*, name of Broker-Dealer_____ Name of employee/assoc._____

Accountholder or immediate family member or another household member is an employee of a financial institution or insurance company: ☐ Yes ☒ No

If yes*, name of institution_____ Name of employee/assoc._____

*If Yes, Broker-Dealer and FINRA member financial institutions must provide written permission on corporate letterhead to open a Brokerage, Margin, or Investment Management account.

C. Brokerage Account Information (required for JPMS Brokerage accounts only)

Investment Profile

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 FX 10 Structured Products 0 Options 20 Emerging Markets 10 Hedge Funds /Private Placements 10 Futures/ Commodities 10 Mutual Funds 0

I currently have brokerage accounts with the following firms: Not applicable

Approximate value of investable assets held away from the firm? $_____

Those assets are invested in the following Asset Classes: ☐Equities ☐Fixed Income & Cash ☐Alternative Investments ☐Other

Most of those assets are invested in: ☐ Equities ☐ Fixed Income & Cash ☐ Alternative Investments ☐ Other

Check only one selection for Investment Time Horizon, Primary Liquidity Needs, and Secondary Liquidity Needs

Investment Time Horizon:	☐ Less than 1 year	☒ 1-5 years	☐ 6-10 years	☐ Greater than 10 years
Primary Liquidity Needs:	☐ Short Term	☒ Medium Term	☐ Long Term	☐ None
Secondary Liquidity Needs:	☐ Short Term	☒ Medium Term	☐ Long Term	☐ None

J.P. Morgan Use Only Title SPN CAS

TS004863

J.P. Morgan Account Suitability Supplement

J.P.Morgan

C. Brokerage Account Information (cont.)

Large Trader Identification Number* ("LTID")

LTID - If applicable, enter LTID number here: ☐☐☐☐☐☐☐☐-☐☐☐☐

**Large Trader definition is explained in paragraph 16 of the Brokerage Account Agreement*

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

Personal Accounts Only

Marital Status of Primary Account Owner: ☐ Married ☐ Single ☐ Divorced ☐ Widowed

Spouse Information:

Name_____ Name of Employer_____

Occupation/Position_____ Annual Income ($)_____

Non-Individual Accounts Only

If applicable, enter Legal Entity Identifier here:

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

D. Agreement

I have read, understand and agree to this application and the General Terms for Accounts and Services and the Account Agreement (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 Notice, 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 Banking Business" in the Notice) my information will be used by one or more members of the Private Banking Business' family of companies (as listed in the Notice) in order to make available to me the products and services available through the Private Banking Business.

E. Pre-dispute Arbitration *(This applies to Margin and Brokerage, but not Investment Management Accounts.)*

By signing below, I acknowledge agreement to arbitrate any controversies arising out of the Margin or Brokerage Agreements with J.P. Morgan Securities LLC, in accordance with paragraph 11 of the Brokerage Agreement that I have received. Paragraph 11 is located in the Agreements for Accounts and Services Offered Through J.P. Morgan Securities LLC and J.P. Morgan Entities which is contained within the Combined Terms and Conditions and within the International General Terms for Accounts and Services Account Agreements.

F. 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.

Signature (Accountholder)	Date	Print Name
	7/20/12	ROBERT L. SPALLINA
Signature (Accountholder)	Date	Print Name

TS004864

Kimberly Moran

From: Kimberly Moran
Sent: Thursday, October 11, 2012 3:15 PM
To: 'McNally, Gavin'
Cc: Robert Spallina
Subject: Bernstein Holdings, LLC
Attachments: DOC101112

Dear Gavin:

Attached is the Corporate Resolution together with the requested letter for Bernstein Holdings, LLC.

If you have any questions or require further information, 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

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 11, 2012

VIA EMAIL
Gavin McNally, Associate Banker
J.P. Morgan Private Bank
205 Royal Palm Way
Palm Beach, FL 33480

Re: Bernstein Holdings, LLC

Dear Gavin:

This letter serves to state that due to the passing of Simon L. Bernstein, there is a change in management and signers of Bernstein Holdings, LLC. The members of the LLC have designated me as manager of the partnership until such time as there is a distribution of the Bernstein Estate.

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

Sincerely,

ROBERT L. SPALLINA

RLS/km

J.P. Morgan Entity Resolution Form

J.P.Morgan

I, Robert L. Spallina, the Secretary (or duly authorized officer) of Bernstein Holdings, LLC (the "Entity") duly organized under the laws of Florida hereby certify that the following is a true and complete copy of resolutions adopted by the governing body of the Entity by written consent or at a meeting held on the _____ day of _____ 20 ____, at which a quorum of the governing body was present and voting and that these resolutions have not been rescinded or modified and are now in full force and effect. **Unless J.P. Morgan is notified in writing, the authorities granted herein will supersede all prior authorities granted to authorized signers for the Resolutions and Products (e.g., Banking, Custody, Investment Management, Brokerage, Credit) which you are currently selecting below.**

A. Authorized Signers

In this space, please list, by names or titles, the persons authorized to sign, act, or delegate to others pursuant to the resolutions indicated below (signers must be identified in each resolution as passed). Also, each signer may act singly unless the box labeled "jointly" is checked which means that any two signers must act jointly, except authorized persons shall always act singly for check signing and brokerage trading transactions.

Print Name/Title Robert L. Spallina Signature Specimen _____

Manner of Signing ☑ Singly ☐ Jointly Special Instructions _____

DOB: 06-09-1965 (m m - d d - y y y y) SSN: 266-99-7171 Phone _____

Print Name/Title _____ Signature Specimen _____

Manner of Signing ☐ Singly ☐ Jointly Special Instructions _____

DOB: ☐☐-☐☐-☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐-☐☐-☐☐☐☐ Phone _____

Print Name/Title _____ Signature Specimen _____

Manner of Signing ☐ Singly ☐ Jointly Special Instructions _____

DOB: ☐☐-☐☐-☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐-☐☐-☐☐☐☐ Phone _____

Print Name/Title _____ Signature Specimen _____

Manner of Signing ☐ Singly ☐ Jointly Special Instructions _____

DOB: ☐☐-☐☐-☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐-☐☐-☐☐☐☐ Phone _____

***A photocopy of a current driver's license, passport or another government issued ID and Social Security number are required for each signer listed above.**

Please check the line to the left of any one or more of the following resolutions which have been adopted. If the line to the left of any particular lettered subdivision is not checked, that resolution has not been adopted. Chase Private Client may obtain Banking, Custody, and Credit services through Chase Retail Financial Services. Chase Private Client brokerage accounts are with CISC.

B. Banking and Custody

X 1. RESOLVED, that the individuals identified above are authorized to enter into deposit and custody accounts with J.P. Morgan Chase Bank or a Morgan Affiliate (individually or collectively, "J.P. Morgan") and any successors or assigns designating J.P. Morgan as a depository of the funds and custodian of the securities of the Entity and to act on behalf of the Entity in all respects regarding the Entity's banking and custody accounts and related or linked credit products and any related pledges thereto with J.P. Morgan as they in their discretion determine.

C. Investment Management

X 2. RESOLVED, that the persons specified above are authorized, in the name and on behalf of the Entity to execute an investment management agreement designating J.P. Morgan as the Entity's investment manager, to deliver or modify any asset allocation guideline, mandate, or other instruction, and to act on behalf of the Entity in all respects regarding the Entity's investment management accounts with J.P. Morgan.

J.P. Morgan Entity Resolution Form

J.P.Morgan

D. Brokerage

__X__ 3. RESOLVED, that those persons identified above are authorized in the name and on behalf of the Entity to execute a brokerage agreement with J.P. Morgan Securities LLC and any successors or assigns; to purchase on margin or otherwise and borrow (on a secured or unsecured basis) from, sell (including short sales in a margin account), and lend (on a secured or unsecured basis) to, and to otherwise enter into transactions of any kind with J.P. Morgan with respect to any and all securities and financial instruments whatsoever in which J.P. Morgan may deal, broker or act as counterparty from time to time; to enter into any derivative transactions with respect to the foregoing, including over the counter equity derivatives and structured transactions (including, but not limited to options, swaps, collars, caps and floors); pledge any funds or instruments for the purposes of securing the Entity's obligations with respect to the foregoing to establish and operate one or more brokerage or other accounts in connection with foregoing activities and transactions; and, to act on behalf of the Entity in all respects regarding the Entity's brokerage accounts.

E. Credit

__X__ 4. RESOLVED, that the persons specified above are authorized in the name and on behalf of the Entity: to borrow from time to time from J.P. Morgan sums of money, for periods of time and upon terms as may to them in their discretion seem advisable; to execute notes or other obligations to evidence borrowings; to enter into agreements with respect to borrowings, to discount with Morgan any bills or notes receivable held by the Entity upon such terms as they may deem proper; to apply for and obtain letters of credit and to execute applications, agreements, trust receipts and all other documents in connection therewith; to execute and deliver, in their discretion, any guarantee, indemnity agreement or undertakings deemed necessary or advisable to carry out the purpose and intent of the foregoing resolutions; to pledge any of the assets or property of the Entity, for the purpose of securing any of the foregoing transactions or any transaction entered into by any other entity or personal and, to endorse securities and/or to issue appropriate powers of attorney, documents or assignments in furtherance thereof.

F. General

__X__ 5. RESOLVED, that those individuals identified in above, acting in the manner specified therein, are authorized to delegate the authority granted under the foregoing resolutions to any other person by written appointment submitted to J.P. Morgan and any such appointment shall remain in full force and effect until J.P. Morgan shall receive written notice to the contrary from the Entity

__X__ 6. RESOLVED, that any transaction of the type authorized by the preceding resolutions which has been taken are hereby in all respects approved, confirmed and ratified; and

__X__ 7. RESOLVED, that any resolution certified to J.P. Morgan by the Secretary, or other duly appointed officer of the Entity shall remain in full force and effect until J.P. Morgan shall receive certification of a subsequent resolution amending, superseding or revoking it.

__X__ 8. RESOLVED, any persons authorized to act by the preceding resolutions may utilize the Web site provided by J.P. Morgan (the "Site") via the Internet 24 hours a day, seven days a week to act in the manner indicated in this resolution provided the functionality is available via the Site. Transactions requiring more than one signature to complete will not be available via the Site. Site usage by any Authorized Person is subject to the Web site agreements and disclosures available on the Web site, or via hard copy at your request.

G. Certification of Incumbency (Partnerships should not complete)

The following certificate of incumbency must be completed when the authorized signers are identified by title only. I also certify that the following are officers of the Entity elected or appointed until their successors are elected or appointed and that you shall be entitled to rely upon their continued incumbency and empowerment to act for the Entity until you have been furnished with a duly certified notice to the contrary:

Print Name _____ Print Title _____

Print Name _____ Print Title _____

Print Name _____ Print Title _____

Print Name _____ Print Title _____

H. Signature (Partnership)

Signatures of all general partners (type or print names next to signatures)

⇨ _____ Robert L. Spallina 10/11/12

Signature Print Name and Title Date

⇨ _____

Signature Print Name and Title Date

I. Signature (Entities other than Partnerships)

IN WITNESS OF WHICH I have set my hand as Secretary (or other duly authorized officer) of this Entity on this the _____ day of _____ 20 ____ .

⇨ _____

Signature Print Name and Title Date

J.P. Morgan Entity Resolution Form

J.P.Morgan

I, Robert L. Spallina, the Secretary (or duly authorized officer) of Bernstein Family Investments, LLLP (the "Entity") duly organized under the laws of Florida hereby certify that the following is a true and complete copy of resolutions adopted by the governing body of the Entity by written consent or at a meeting held on the _____ day of _____ 20 ____, at which a quorum of the governing body was present and voting and that these resolutions have not been rescinded or modified and are now in full force and effect. **Unless J.P. Morgan is notified in writing, the authorities granted herein will supersede all prior authorities granted to authorized signers for the Resolutions and Products (e.g., Banking, Custody, Investment Management, Brokerage, Credit) which you are currently selecting below.**

A. Authorized Signers

In this space, please list, by names or titles, the persons authorized to sign, act, or delegate to others pursuant to the resolutions indicated below (signers must be identified in each resolution as passed). Also, each signer may act singly unless the box labeled "jointly" is checked which means that any two signers must act jointly, except authorized persons shall always act singly for check signing and brokerage trading transactions.

Print Name/Title Robert L. Spallina Signature Specimen _____

Manner of Signing ☑ Singly ☐ Jointly Special Instructions _____

DOB: 06 - 09 - 1965 (m m - d d - y y y y) SSN: 266 - 99 - 7171 Phone _____

Print Name/Title _____ Signature Specimen _____

Manner of Signing ☐ Singly ☐ Jointly Special Instructions _____

DOB: ☐☐ - ☐☐ - ☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐ - ☐☐ - ☐☐☐☐ Phone _____

Print Name/Title _____ Signature Specimen _____

Manner of Signing ☐ Singly ☐ Jointly Special Instructions _____

DOB: ☐☐ - ☐☐ - ☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐ - ☐☐ - ☐☐☐☐ Phone _____

Print Name/Title _____ Signature Specimen _____

Manner of Signing ☐ Singly ☐ Jointly Special Instructions _____

DOB: ☐☐ - ☐☐ - ☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐ - ☐☐ - ☐☐☐☐ Phone _____

***A photocopy of a current driver's license, passport or another government issued ID and Social Security number are required for each signer listed above.**

Please check the line to the left of any one or more of the following resolutions which have been adopted. If the line to the left of any particular lettered subdivision is not checked, that resolution has not been adopted. Chase Private Client may obtain Banking, Custody, and Credit services through Chase Retail Financial Services. Chase Private Client brokerage accounts are with CISC.

B. Banking and Custody

X 1. RESOLVED, that the individuals identified above are authorized to enter into deposit and custody accounts with J.P. Morgan Chase Bank or a Morgan Affiliate (individually or collectively, "J.P. Morgan") and any successors or assigns designating J.P. Morgan as a depository of the funds and custodian of the securities of the Entity and to act on behalf of the Entity in all respects regarding the Entity's banking and custody accounts and related or linked credit products and any related pledges thereto with J.P. Morgan as they in their discretion determine.

C. Investment Management

X 2. RESOLVED, that the persons specified above are authorized, in the name and on behalf of the Entity to execute an investment management agreement designating J.P. Morgan as the Entity's investment manager, to deliver or modify any asset allocation guideline, mandate, or other instruction, and to act on behalf of the Entity in all respects regarding the Entity's investment management accounts with J.P. Morgan.

J.P. Morgan Entity Resolution Form

J.P.Morgan

D. Brokerage

X 3. RESOLVED, that those persons identified above are authorized in the name and on behalf of the Entity to execute a brokerage agreement with J.P. Morgan Securities LLC and any successors or assigns; to purchase on margin or otherwise and borrow (on a secured or unsecured basis) from, sell (including short sales in a margin account), and lend (on a secured or unsecured basis) to, and to otherwise enter into transactions of any kind with J.P. Morgan with respect to any and all securities and financial instruments whatsoever in which J.P. Morgan may deal, broker or act as counterparty from time to time; to enter into any derivative transactions with respect to the foregoing, including over the counter equity derivatives and structured transactions (including, but not limited to options, swaps, collars, caps and floors); pledge any funds or instruments for the purposes of securing the Entity's obligations with respect to the foregoing to establish and operate one or more brokerage or other accounts in connection with foregoing activities and transactions; and, to act on behalf of the Entity in all respects regarding the Entity's brokerage accounts.

E. Credit

X 4. RESOLVED, that the persons specified above are authorized in the name and on behalf of the Entity: to borrow from time to time from J.P. Morgan sums of money, for periods of time and upon terms as may to them in their discretion seem advisable; to execute notes or other obligations to evidence borrowings; to enter into agreements with respect to borrowings, to discount with Morgan any bills or notes receivable held by the Entity upon such terms as they may deem proper; to apply for and obtain letters of credit and to execute applications, agreements, trust receipts and all other documents in connection therewith; to execute and deliver, in their discretion, any guarantee, indemnity agreement or undertakings deemed necessary or advisable to carry out the purpose and intent of the foregoing resolutions; to pledge any of the assets or property of the Entity, for the purpose of securing any of the foregoing transactions or any transaction entered into by any other entity or personal and, to endorse securities and/or to issue appropriate powers of attorney, documents or assignments in furtherance thereof.

F. General

X 5. RESOLVED, that those individuals identified in above, acting in the manner specified therein, are authorized to delegate the authority granted under the foregoing resolutions to any other person by written appointment submitted to J.P. Morgan and any such appointment shall remain in full force and effect until J.P. Morgan shall receive written notice to the contrary from the Entity

X 6. RESOLVED, that any transaction of the type authorized by the preceding resolutions which has been taken are hereby in all respects approved, confirmed and ratified; and

X 7. RESOLVED, that any resolution certified to J.P. Morgan by the Secretary, or other duly appointed officer of the Entity shall remain in full force and effect until J.P. Morgan shall receive certification of a subsequent resolution amending, superseding or revoking it.

X 8. RESOLVED, any persons authorized to act by the preceding resolutions may utilize the Web site provided by J.P. Morgan (the "Site") via the Internet 24 hours a day, seven days a week to act in the manner indicated in this resolution provided the functionality is available via the Site. Transactions requiring more than one signature to complete will not be available via the Site. Site usage by any Authorized Person is subject to the Web site agreements and disclosures available on the Web site, or via hard copy at your request.

G. Certification of Incumbency (Partnerships should not complete)

The following certificate of incumbency must be completed when the authorized signers are identified by title only. I also certify that the following are officers of the Entity elected or appointed until their successors are elected or appointed and that you shall be entitled to rely upon their continued incumbency and empowerment to act for the Entity until you have been furnished with a duly certified notice to the contrary:

Print Name _____ Print Title _____

Print Name _____ Print Title _____

Print Name _____ Print Title _____

Print Name _____ Print Title _____

H. Signature (Partnership)

Signatures of all general partners (type or print names next to signatures)

⇨ _____ Robert C. Spallina 10/11/12

Signature — Print Name and Title — Date

⇨ _____

Signature — Print Name and Title — Date

I. Signature (Entities other than Partnerships)

IN WITNESS OF WHICH I have set my hand as Secretary (or other duly authorized officer) of this Entity on this the _____ day of _____ 20 ____ .

⇨ _____

Signature — Print Name and Title — Date

Kimberly Moran

From: Robert Spallina
Sent: Thursday, October 11, 2012 1:50 PM
To: Kimberly Moran
Subject: FW: Bernstein
Importance: High
Attachments: Corporate_Resolution.pdf

Please handle....thx

From: McNally, Gavin [mailto:gavin.mcnally@jpmorgan.com]
Sent: Thursday, October 11, 2012 12:08 PM
To: Robert Spallina
Cc: Prindle, Christopher R; Docteroff, Patrick
Subject: Bernstein
Importance: High

Hi Robert,

I confirmed with my account maintenance area that we will need a completed Entity Resolution (attached) and a short letter from you as Manager of Bernstein Holdings LLC stating the change in management/signers. You can email both to me directly so I can process the change as quickly as possible.

Best,



Gavin McNally, *Associate Banker*

J.P Morgan Private Bank
205 Royal Palm Way, Palm Beach, FL 33480
T: (561) 838-4633
F: (561) 838-8730
gavin.mcnally@jpmorgan.com

J.P. Morgan Securities LLC
JPMorgan Chase Bank, N.A.
NMLS ID: 821735

Client Service Team
John Hawkins | Matthew Marcin
T: (800) 576-0938
F: (866) 225-2315
PB-Service0938@jpmorgan.com

Global insights, local service, comprehensive capabilities. www.jpmorgan.com

This email is confidential and subject to important disclaimers and conditions including on offers for the purchase or sale of securities, accuracy and completeness of information, viruses, confidentiality, legal privilege, and legal entity disclaimers, available at http://www.jpmorgan.com/pages/disclosures/email.

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 16, 2012

VIA EMAIL AND FEDERAL EXPRESS
Gavin McNally, Associate Banker
J.P. Morgan Private Bank
205 Royal Palm Way
Palm Beach, FL 33480

Re: Estate of Simon L. Bernstein

Dear Gavin:

Enclosed are the original executed forms required to open the accounts for Bernstein Holdings, LLC and Bernstein Family Investments, LLLP, together with copies of our drivers' licenses and an original death certificate for Simon L. Bernstein.

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

Sincerely,

ROBERT L. SPALLINA

RLS/km

From: (561) 997-7008
Kimberly Moran
TESCHER & SPALLINA
4855 Technology Way
Suite 720
BOCA RATON, FL 33431

Origin ID: PHKA

FedEx Express

J1220120716032S

Ship Date: 16OCT12
ActWgt: 1.0 LB
CAD: 1544078/INET3300

Delivery Address Bar Code

SHIP TO: (561) 838-4633 BILL SENDER

Gavin McNally
JP Morgan Private Bank
205 ROYAL PALM WAY

PALM BEACH, FL 33480

Ref # Bernstein 11187.006
Invoice #
PO #
Dept #

WED - 17 OCT A1
STANDARD OVERNIGHT

TRK# 7992 0546 7415
0201

3E LNAA

33480
FL-US
PBI

515G1/9CCB/AA44

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.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 ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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SUANN TESCHER

October 16, 2012

VIA EMAIL AND FEDERAL EXPRESS
Gavin McNally, Associate Banker
J.P. Morgan Private Bank
205 Royal Palm Way
Palm Beach, FL 33480

Re: Estate of Simon L. Bernstein

Dear Gavin:

Please be advised that while both of us are designated as co-Personal Representatives of the Estate of Simon L. Bernstein, either one of us may act alone in making decisions on the estate.

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

Sincerely,

ROBERT L. SPALLINA

DONALD R. TESCHER

J.P. Morgan Account Derivatives Approval Form with a New Account

J.P.Morgan

A. Investment Experience *(Please indicate investment experience below)*

	# of Years Traded	Frequency of Trades	Avg Size of Trades	Types of Trades
Stocks	30	☐ day ☐ week ☐ month ☒ year	$ 50K	☐ cash ☐ margin ☐ short ☒ long
Bonds	30	☐ day ☐ week ☐ month ☒ year	$ 100K	☒ cash ☐ margin ☐ short ☐ long
Foreign Exchange	10	☐ day ☐ week ☐ month ☒ year	$ 50K	☒ cash ☐ margin ☐ short ☐ long
Structured Products	0	☐ day ☐ week ☐ month ☐ year	$	☐ cash ☐ margin ☐ short ☐ long
Options	20	☐ day ☐ week ☐ month ☒ year	$ 50K	☒ cash ☐ margin ☐ short ☐ long
Emerging Markets	10	☐ day ☐ week ☐ month ☒ year	$	☒ cash ☐ margin ☐ short ☐ long
Hedge Funds/PE	10	☐ day ☐ week ☐ month ☒ year	$ 300K	☐ cash ☐ margin ☐ short ☒ long
Futures/ Commodities	10	☐ day ☐ week ☐ month ☒ year	$ 100K	☐ cash ☐ margin ☐ short ☐ long
Mutual Funds	0	☐ day ☐ week ☐ month ☐ year	$	☐ cash ☐ margin ☐ short ☐ long

B. Eligible Contract Participant Status

The client intends to conduct the following transactions with a JPMorgan entity as the counterparty:

Foreign Exchange futures, options, swaptions, or non-deliverable forwards ☐ Yes ☐ No

Over-the-counter swaps ☐ Yes ☐ No

If the answer to either of the foregoing is "yes," the client certifies that it is an "eligible contract participant,"as that term is defined in the Commodity Exchange Act by reason of the following

☐ 1. The client is an individual acting for his or her own account with investable assets in excess of (i) $10,000,000; or (ii) $5,000,000 and who will be entering into such transactions in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the client.

☐ 2. The client is a corporation, partnership, proprietorship, organization, trust, or other entity acting for its own account (i) that has total assets exceeding $10,000,000; (ii) that does not have total assets exceeding $10,000,000 but its obligations under the subject transactions will be guaranteed or otherwise supported by a letter of credit, support, or other agreement by an entity that is an eligible contract participant; or (iii) that (a) has a net worth exceeding $1,000,000; and (b) will enter into transactions in connection with the conduct of the entity's business or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by the entity in the conduct of the entity's business.

☐ 3. An employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1001 et seq.), a governmental employee benefit plan, or a foreign person performing a similar role or function subject as such to foreign regulation, each acting for its own account (i) that has total assets exceeding $5,000,000; or (ii) the investment decisions of which are made by (a) an investment adviser or commodity trading advisor subject to regulation under the Investment Advisers Act of 1940 (15 U.S.C. 80b-1 et seq.) or the Commodity Exchange Act; (b) a foreign person performing a similar role or function subject as such to foreign regulation; (c) a financial institution; or (d) an insurance company subject to state or foreign regulation, or a regulated subsidiary or affiliate of such an insurance company.

☐ 4. Other. Please consult JPMorgan concerning additional documentation that will be required.

C. Signature *(All accountholders are required to sign below)*

⇨ _____ 10/16/12 ROBERT L SPALLINA

Signature (Accountholder) Date Print Name

⇨ _____

Signature (Accountholder) Date Print Name

D. J.P. Morgan Use Only

	Exchange Traded Options Equities	OTC Options OTC Equity	EM	FX	Debt
Level 1: Covered writing	☐	☐	☐	☐	☐
Level 2: Buying Options	☒	☐	☐	☐	☐
Level 3: Spreads	☐	☒	☒	☒	☒
Level 5: Uncovered Writing	☐	☐	☐	☐	☐
Level 6: Combinations/Straddles	☐	☐	☐	☐	☐

Publication date of OCC Booklet 02/01/1994 Date OCC Booklet sent to Client _____

RR Signature _____ Date _____

ROSFP Signature _____ Date _____

S-ROSFP Signature (Exchange Traded Options Levels 5&6) _____ Date _____

J.P. Morgan Use Only Title SPN CAS

1 of 1 Banker/Investor 11/11 **US1074**

J.P. Morgan Corporate General Partner Certificate

J.P.Morgan

I, ROBERT L SPALLINA , the Secretary (or duly authorized officer) of BERNSTEIN HLDGS LLC (the "Organization") duly organized under the laws of Florida hereby certify that the following is a true and complete copy of Resolutions adopted by the Board of Directors or Members and Managers of the Organization (Corporation or Limited Liability Company) by unanimous written consent or at a meeting held on the 14 day of SEP 20 12, at which a quorum of the Board of Directors, or authorized Managers or Members, were present and voting and that these Resolutions have not been rescinded or modified and are now in full force and effect.

A. Authorized Signers

In this space, please list, by names or titles, the officers and other persons authorized to sign or act pursuant to the Resolutions numbered one below (this list must be part of the Resolution as passed). Also, each signer may act singly unless the box labeled "jointly" is checked, which means that any two signers must act jointly, except authorized persons shall always act singly for brokerage trading transactions.

Print Name/Title ROBERT L SPALLINA	Manner of Signing	☑ Singly ☐ Jointly	SSN# 266-99-7171
Print Name/Title	Manner of Signing	☐ Singly ☐ Jointly	SSN#
Print Name/Title	Manner of Signing	☐ Singly ☐ Jointly	SSN#
Print Name/Title	Manner of Signing	☐ Singly ☐ Jointly	SSN#

*** A photocopy of a current driver's license, passport or another government issued ID and Social Security number are required for each signer listed above.**

B. Corporate General Partner (Corporation or Limited Liability Company)

1. RESOLVED, that the person(s) signing as specified above, be and herby is/are authorized to execute on behalf of the Organization in its capacity as a general partner of BERNSTEIN FAMILY INVESTMENT LLLP (specify name of partnership) such documentation as shall be required by JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC or any other affiliate of JPMorgan Chase & Co. (individually or collectively, "Morgan") in connection with the relationship of that partnership with Morgan, or to give any instruction with respect to any account or to enter into any transaction with Morgan;
2. RESOLVED, that those persons above, acting in the manner specified therein, are authorized to delegate the authority granted under that Resolution to any other person by written appointment submitted to Morgan and any such appointment shall remain in full force and effect until Morgan shall receive written notice to the contrary from the Organization acting in general partner;
3. RESOLVED, that any action of the types authorized by the preceding resolutions which has been taken are hereby in all respects approved, confirmed and ratified; and
4. RESOLVED, that any Resolution certified to Morgan by the Secretary, or other duly appointed officer of the Organization shall remain in full force and effect until Morgan has received certification of a subsequent Resolution amending, superseding or revoking it.

C. Certification of Incumbency (Corporations Only)

The following certificate of incumbency must be completed when the preceding Resolutions identify authorized signatories by title only. I also certify that the following are officers of this Corporation elected or appointed until their successors are elected or appointed and that you shall be entitled to rely upon their continued incumbency and empowerment to act for the partnership until you have been furnished with a duly certified notice to the contrary:

Print Name	Title	Date
Print Name	Title	Date
Print Name	Title	Date
Print Name	Title	Date

I further certify that this Organization is duly organized and existing and has the power and authority to take the actions contemplated by the foregoing resolutions.

D. Signature

IN WITNESS OF WHICH I have set my hand as Secretary (or other duly authorized officer) of this Entity on this the 16 day of Oct 20 12.

Signature	Date	Print Name and Title
	10/16/12	ROBERT L. SPALLINA

J.P. Morgan Use Only	Title	SPN	CAS
1 of 1	Banker/Investor		9/10 **US968**

TS004876

J.P. Morgan Account Suitability Supplement

J.P.Morgan

A. Account Information (required for JPMS Brokerage and Investment Management accounts)

Title of Account: BERNSTEIN FAMILY INVESTMENT LLLP

Personal Accounts

☐ Individual ☐ Joint (JTWROS/JAWROS for TX residents) ☐ Tenants in Common ☐ Tenants by the Entirety
☐ Community Property ☐ Transfer on Death (TOD) ☐ UTMA/UGMA ☐ IRA

Primary Account Owner:
Number of Dependents _____ Name of Employer _____ Occupation/ Position _____

Owner Annual Income ($)_____ Liquid Net Worth ($)_____ Total Net Worth excl. primary residence ($)_____

Joint Account Owner:
Annual Income ($)_____

Entity Accounts

☐ Corporation ☐ Partnership ☐ PIC/PHC *(applicable to international entities only)* ☐ Sole Priprietorship
☐ Foundation ☐ Endowment ☐ Limited Liability Company ☒ Limited Liability Partnership ☐ Other Non Profit

Annual Income ($) 500K Liquid Net Worth ($) 5.0MM Total Net Worth ($) 12.0MM

Trust/Estate Accounts

☐ Trust ☐ Estate ☐ Endowment ☐ Foundation ☐ ERISA Plan ☐ Other Charitable Trust ☐ Other _____

Trust/Estate Liquid Net Worth ($)_____ Trust/Estate Total Net Worth ($)_____

B. Affiliations (required for JPMS Brokerage and Investment Management accounts)

Applicable to account owners or authorized signers or trustees and executors.

I, my spouse, or immediate family member who receives material support from me or gives material support to me 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, immediate family member who receives material support from me or gives material support to me, or an individual controlling the account is employed by or associated with a Broker-Dealer: ☐ Yes ☒ No

If yes*, name of Broker-Dealer_____ Name of employee/assoc._____

Accountholder or immediate family member or another household member is an employee of a financial institution or insurance company: ☐ Yes ☒ No

If yes*, name of institution_____ Name of employee/assoc._____

*If Yes, Broker-Dealer and FINRA member financial institutions must provide written permission on corporate letterhead to open a Brokerage, Margin, or Investment Management account.

C. Brokerage Account Information (required for JPMS Brokerage accounts only)

Investment Profile

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 FX 10 Structured Products 0 Options 20 Emerging Markets 10 Hedge Funds /Private Placements 10 Futures/ Commodities 10 Mutual Funds 0

I currently have brokerage accounts with the following firms:_____

Approximate value of investable assets held away from the firm? $_____

Those assets are invested in the following Asset Classes: ☐Equities ☐Fixed Income & Cash ☐Alternative Investments ☐Other

Most of those assets are invested in: ☐ Equities ☐ Fixed Income & Cash ☐ Alternative Investments ☐ Other

Check only one selection for Investment Time Horizon, Primary Liquidity Needs, and Secondary Liquidity Needs

Investment Time Horizon:	☐ Less than 1 year	☐ 1-5 years	☐ 6-10 years	☐ Greater than 10 years
Primary Liquidity Needs:	☐ Short Term	☐ Medium Term	☐ Long Term	☐ None
Secondary Liquidity Needs:	☐ Short Term	☐ Medium Term	☐ Long Term	☐ None

TS004877

J.P. Morgan Account Suitability Supplement

J.P.Morgan

C. Brokerage Account Information (cont.)

Large Trader Identification Number* ("LTID")

LTID - If applicable, enter LTID number here: ☐☐☐☐☐☐☐☐-☐☐☐☐

**Large Trader definition is explained in paragraph 16 of the Brokerage Account Agreement*

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

Personal Accounts Only

Marital Status of Primary Account Owner: ☐ Married ☐ Single ☐ Divorced ☐ Widowed

Spouse Information:

Name_____ Name of Employer_____

Occupation/Position_____ Annual Income ($)_____

Non-Individual Accounts Only

If applicable, enter Legal Entity Identifier here:

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

D. Agreement

I have read, understand and agree to this application and the General Terms for Accounts and Services and the Account Agreement (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 Notice, 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 Banking Business" in the Notice) my information will be used by one or more members of the Private Banking Business' family of companies (as listed in the Notice) in order to make available to me the products and services available through the Private Banking Business.

E. Pre-dispute Arbitration *(This applies to Margin and Brokerage, but not Investment Management Accounts.)*

By signing below, I acknowledge agreement to arbitrate any controversies arising out of the Margin or Brokerage Agreements with J.P. Morgan Securities LLC, in accordance with paragraph 11 of the Brokerage Agreement that I have received. Paragraph 11 is located in the Agreements for Accounts and Services Offered Through J.P. Morgan Securities LLC and J.P. Morgan Entities which is contained within the Combined Terms and Conditions and within the International General Terms for Accounts and Services Account Agreements.

F. 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.

Signature (Accountholder)	Date	Print Name
	7/10/12	ROBERT L. SPALLINA
Signature (Accountholder)	Date	Print Name

J.P. Morgan Entity Account Application

J.P.Morgan

A. Entity Information

Type of Business: LIMITED LIABILITY PARTNERSHIP Tax ID: 26-2124343

Date of Incorporation/Organization: 02/15/2008 State of Incorporation/Organization: FL

Primary Authorized Contact Person: ROBERT L. SPALLINA Phone: 561 997 7008

Email Address: rspallina@tescherspallina.com Mobile Phone:

Business Address: 950 PENINSULA CORPORATE CIR STE 3010 City: BOCA RATON State: FL Zip: 33487

Mailing Address same as Business Address? ☒ Yes ☐ No

Mailing Address: _____ City: _____ State: _____ Zip: _____

B. Account Information

Title of account/Name of business: BERNSTEIN FAMILY INVESTMENT LLLP

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Endowment ☐ Foundation ☐ Limited Liability Company ☒ Limited Liability Partnership

Is the entity Non Profit? ☐ Yes

I have applied to open the following accounts (check all that apply):

☐ Checking Account ☐ Money Market Deposit Account/ Savings ☒ Investment Management/Third Party Manager/ J.P. Morgan Advisory Program (discretionary)

☒ Asset/Brokerage ☐ Asset/Custody

I hereby apply for a Line of Credit linked to my Asset Account ☐ Yes* (U-1 form will be required) ☐ No

**Please be advised that if you have another account with the same feature, this is not applicable.*

Automatic Sweep (Applicable only to Asset or Asset with Brokerage Accounts):

As further described in the Asset Account Agreement, uninvested cash balances and new cash deposits will be transferred automatically to: ☐ Deposit Sweep OR

☐ JPMorgan Tax Free Money Market Sweep Fund

Account Tax Cost Methodology: ☒ High Cost ☐ Long Term High Cost ☐ FIFO ☐ Low Cost

The following asset types should utilize the Average Cost accounting option:

☐ Regulated Investment Company (RIC) Only ☐ Dividend Reinvestment Plan (DRP) Only ☐ Both RIC and DRP ☐ None

Each account I open, and each subaccount opened under such account from time to time, are subject to the security interest provisions in the Agreement (as defined below in "D. Agreement") and are pledged as Collateral for all my Obligations.

C. Ownership Information

Is this a privately held operating company in which any one person or entity has 25% or more of the ownership interest?

☒ Yes complete owner information below) ☐ No

Controlling Owner (Primary): BERNSTEIN HOLDINGS LLC % of Ownership: 1%

Date of Birth (mm-dd-yyyy): 02-06-2008 SSN#: 320-23-4597

Controlling Owner: SIMON L BERNSTEIN TST AGREEMENT % of Ownership: 49.5%

Date of Birth (mm-dd-yyyy): 05-20-2008 SSN#: 371-32-5211

Controlling Owner: SHIRLEY BERNSTEIN TST AGREEMENT % of Ownership: 49.5

Date of Birth (mm-dd-yyyy): 05-20-2008 SSN#: 347-30-9749

Controlling Owner: _____ % of Ownership: _____

Date of Birth (mm-dd-yyyy): __-__-____ SSN#: ___-__-____

D. Agreement

I have read, understand and agree to this application and either the General Terms for Accounts and Services and the applicable or, for Commercial Checking only, the Account Terms (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 Notice, 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 Banking Business" in the Notice) my information will be used by one or more members of the Private Banking Business' family of companies (as listed in the Notice) in order to make available to me the products and services available through the Private Banking Business.

E. Signature

All authorized signers are required to sign below unless the entity's governing documents permit otherwise. **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.

Signature	Date	Print Name
	5/10/12	ROBERT L. SPALLINA
Signature	Date	Print Name
Signature	Date	Print Name

Kimberly Moran

From: McNally, Gavin [gavin.mcnally@jpmorgan.com]
Sent: Friday, October 12, 2012 4:55 PM
To: Kimberly Moran
Subject: Remaining account documents for Bernstein Holdings LLC and Bernstein Family Investment LLLP
Attachments: Corporate_Account_Application-pdf.zip; Derivatives_Approval_New_Acct-pdf.zip; JPMorgan Corporate General Partner Certificate.968-pdf.zip; JPMorgan_Risk_Disclosure_v1-pdf.zip; Suitability_Supplement_US1522-pdf.zip

Hi Kimberly,

Here are the additional forms that only require Robert's signature. And last but not least, the account maintenance area is requesting a simple letter signed by both Robert and Donald stating that Robert can act singly regarding these entities since they are co-PRs, otherwise we need to add Donald to all the forms.

Unfortunately since we did the original document package with Mr. Bernstein, FINRA has added new rules that require additional information we were not required to ask previously. In essence, we are resigning all the documents that are used to open an account for an LLC/LLLP. We filled in everything we could from the previous documents to make this as painless as possible. Let me know if you have any questions.

Best,



Gavin McNally, *Associate Banker*

J.P Morgan Private Bank
205 Royal Palm Way, Palm Beach, FL 33480
T: (561) 838-4633
F: (561) 838-8730
gavin.mcnally@jpmorgan.com

J.P. Morgan Securities LLC
JPMorgan Chase Bank, N.A.
NMLS ID: 821735

Client Service Team
John Hawkins | Matthew Marcin
T: (800) 576-0938
F: (866) 225-2315
PB-Service0938@jpmorgan.com

Global insights, local service, comprehensive capabilities. www.jpmorgan.com

This email is confidential and subject to important disclaimers and conditions including on offers for the purchase or sale of securities, accuracy and completeness of information, viruses, confidentiality, legal privilege, and legal entity disclaimers, available at http://www.jpmorgan.com/pages/disclosures/email.

United States Life Insurance Company of NY

TS004882

The United States Life Insurance Company in the City of New York
Payment Processing Center
P.O. Box 0801
Carol Stream IL 60132-0801

Notice of Payment Due

Prepared Date: 09/10/2012

Payment Center for:

The United States Life Insurance Company in the City of New York

Due Date	Contract Number	Payable
10/02/2012	UD000166N	SEMI-ANNUAL

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Premium	$	1,121.66
PAY THIS AMOUNT	$	1,121.66

K9FL165GV4

Send Correspondence Other Than Payment To:
The United States Life Insurance Company in the City of New York
P.O. Box 4373 • Houston, TX 77210-4373 • 1-800-666-1051 • www.americangeneral.com

Please Return This Part

Make Checks payable to:
The United States Life Insurance Company
Payment Processing Center
P.O. Box 0801
Carol Stream IL 60132-0801

When your payments are made by check, we may electronically debit your checking account for the amount of your check on the day that we receive your payment. If the payment is processed electronically, the check will not be returned with your checking account statement, but will be reflected as an 'electronic payment'. We will consider receipt of a payment by check as authorization to process your payment electronically.

Contract Number UD000166N
Insured's Name SIMON L BERNSTEIN
Due Date 10/02/2012
PAY THIS AMOUNT $1,121.66
Additional Payment Enclosed $
Total Enclosed $

To ensure proper credit, please write the contract number on your check or money order and return this notice with your payment.

20203729225422761600011216670080l

Pending
Bills
for
£1,0+5

PRIVATE CLIENT GROUP
P.O. BOX 2017
JERSEY CITY NJ 07303-2017

PCGCHK

Bernstein Family Realty LLC
7020 Lions Head Lane
Boca Raton FL 33496

Private Client Group
A division of Chartis

Claims Toll Free #: 888-760-9195
Adjuster ID Number: 10044

Claim Office: 346
Payee Name: Bernstein Family Realty LLC
Claimant: Bernstein Family Realty LLC
Insured Name: Bernstein Family Realty LLC
Producer: Risk Mgmt. Advisory Group
Insuring Company: CHARTIS PROPERTY CASUALTY COMPANY

Check Number: 60178331
RFP Number : 90292988
Check Date : 06/07/2012

Policy No.	Claim No.	Symbol	Date of loss	Type	Status	Amount
000002346146	00536470	HOP	05/25/2012	IND	FINAL	$3,958.16

Reason For Payment:

Thomas M. Schmiedl
Florida Property Claims Adjuster
Private Client Group

(561) 379-5309 Telephone
(866) 858-9356 Facsimile

Thomas.Schmiedl@chartisinsurance.com

CHARTIS

May 31, 2012

Bernstein Family Realty LLC
7020 Lions Head Lane
Boca Raton FL 33496

RE:

Our Insured:	Bernstein Family Realty LLC
Policy Number:	0002346146
Claim Number:	00536470
Date of Loss:	05/25/2012
Loss Description:	Property Damage
Location:	2753 NW 34th Street Boca Raton FL
Policy Effective Dates:	06/20/2011 to 06/20/2012
Underwriting Company:	Chartis Property Casualty Co

Dear Sir or Madam:

We acknowledge that on 5/31/2012 we received notice of the captioned claim. Your claim has been assigned to the undersigned adjuster who will advise and assist you in the process. If you have any concerns that require immediate attention, please contact me directly at 561.379.5309.

We are required by The Chief Financial Officer for the State of Florida to notify you about a mediation process available to you on covered residential claims with disputes of $500 or more. Please review the following pages for details and feel free to contact the undersigned if you have any questions about this program.

We hope you are satisfied with the quality of our claims service. At the close of our file you will receive a Claims Satisfaction Survey. Please take the time to complete it to let us know how you feel about our service.

Sincerely,

Tom Schmiedl

Thomas M. Schmiedl
Florida Property Claims Adjuster
Private Client Group on behalf of Chartis Property Casualty Co

cc: Risk Mgmt. Advisory Group 305.556.3680

Chartis
4521 PGA Blvd., # 219
Palm Beach Gardens, FL 33418

www.chartisinsurance.com

The Chief Financial Officer for the State of Florida has adopted a rule to facilitate the fair and timely handling of residential property insurance claims. The rule gives you the right to attend a mediation conference with your insurer in order to settle a covered claim with a disputed value of $500 or greater. An independent mediator, who has no connection with your insurer, will be in charge of the mediation conference. You can start the mediation process after receipt of this notice by calling the Department of Financial Services at (877) 693-5236. The parties will have 21 days from the date of the notice to otherwise resolve the dispute before a mediation hearing can be scheduled.

An insured may request mediation by contacting the Department at (877) 693-5236; by faxing a request to the Department at (850) 488-6372; or by writing to the Department of Financial Services, Mediation Section, Bureau of Education, Advocacy, and Research, 200 East Gaines Street, Tallahassee, Florida 32399-4212. If an insured requests mediation prior to receipt of the notice of the right to mediation, the insurer shall be notified by the Department of the existence of the dispute twenty-one (21) days prior to the Administrator processing the insured's request for mediation. If an insurer receives a request for mediation, the insurer shall notify the Mediation Section within forty-eight (48) hours of receipt of the request by fax or email. The Administrator shall notify the insurer within Seventy-Two (72) hours of receipt of requests filed with the Department. The insured shall provide the following information, if known:

a. Name, address, e-mail address, and daytime telephone number of the insured and location of the property if different from the address given;

b. The claim and policy number for the insured;

c. A brief description of the nature of the dispute;

d. The full name of the insurer and the name, address, e-mail address, and phone number of the contact person for scheduling mediation; and

e. Information with respect to any other policies of insurance that may provide coverage of the insured property for named perils such as flood or windstorm.

The parties have Twenty-One (21) days from the date of the notice within which to settle the claim before the Department will assign a mediator. The Administrator will select the mediator. At any time, the parties have the right to disqualify a mediator for good cause. Good cause consists of conflict of interest between a party and the mediator, that the mediator is unable to handle the conference competently, or other reasons which would reasonably be expected to impair the conference. The insured is to notify the mediator Fourteen (14) days before the mediation conference if the insured will bring representation to the conference, unless the insurer waives the right to the notice of representation. Upon receipt of such notice from the insured, the mediator shall provide notice to the insurer that the insured will be represented at the mediation conference.

Nothing herein constitutes nor should it be construed by you as a waiver of any of the rights of the Chartis Property Casualty Co under its policy of insurance, nor is it the purpose of this letter to waive any of the policy terms and/or conditions or defenses which further investigation or discovery, if suit is instituted, may reveal.

You can request additional information from Chartis Property Casualty Co at the address listed in your policy or call them at 888-724-8882.

AQUATIC ISLES POOL SERVICE
100 NORTHWEST 4TH STREET
BOCA RATON, FLORIDA 33432
PHONE: (561) 367 7946 FAX: (561) 367-1422

7/31/2012

Dear valued customer,

In recent months we have been encountering a new pest, the "Rugose Spiraling Whitefly". This is not to be confused with the "Ficus Whitefly" which has been systematically destroying Ficus hedges in our area over the last few years. While the species has been around for a few years in Florida, it has only recently become an issue for us and some of our customer's swimming pools. Please call your exterminator or look up "Rugose Spiraling Whitefly" on the internet to get the latest facts on this pest. They look like a very small white moth and can be seen floating on top of your pool and attached to the tile and coping.

If you have the whitefly infested trees near your swimming pool, you may experience a sticky substance on your deck or patio and your pool water turning green and murky. This may be a result of honeydew. A clear, sticky substance secreted from the whiteflies. It gets into your pool and destroys chlorine and clogs the pool filter. While we are still learning how to best combat this, we have had good luck temporarily super-chlorinating (shocking) pools and then add an enzyme that will dissolve and get rid of the "honeydew". We will have to charge a fee for this added service and chemical, which can run from $50.00 and higher, depending on the level of infestation. Please note that this is not an automatic charge for everyone. If you have (or begin to have) this problem we will be in contact with you to discuss what must be done. If you do notice that you start to have these flies in your pool please call us and your exterminator.

Thank-you.

John Flood
President

CAPPELLER LAW
ATTORNEYS AT LAW

350 CAMINO GARDENS BOULEVARD
SUITE 303
BOCA RATON, FLORIDA 33432

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

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

October 28, 2011

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

Re: Bernstein Family Realty, LLC Loan from Walter and Patricia Sahm

Dear Mr. Bernstein:

Enclosed is the Amendment to Mortgage and Promissory Note which extends your loan until June 19, 2014. Please sign on page 3 as Manager of Bernstein Family Realty, LLC. Your signature must witnessed by 2 disinterested parties and must be notarized. The notary can also be one of the witnesses, but must sign in both places. Please have the witnesses print their names below their signatures.

Once you have completed the execution, please return the original to me in the enclosed envelope.

If you have any questions regarding this, please do not hesitate to contact me.

Very truly yours,

John M. Cappeller, Jr.

JMC:ebc
Enclosures

Prepared by and return to:
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into this _____ day of _____, 2011 among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

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

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

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

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

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

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

1. Amendment to Mortgage and Promissory Note. The parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 6.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

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

3. Miscellaneous.

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

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

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

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

SEE EXECUTION BLOCK ON NEXT PAGE

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

_____
Print Name:_____

By:_____
Simon Bernstein, Manager

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He ____ is personally known to me or _____ has produced a driver's license as identification.

(Seal)

_____
Notary Public, State of Florida
Name:_____
Commission Expires:_____
Commission No.:_____

Your Security Connection Lic # EC13005007

1338 S Killian Dr. Unit 12
Lake Park, FL 33403
Tel: 561-844-7004 Fax : 561-935-4488
Billing@YourSecurityConnection.com

Invoice

DATE	Invoice #
10/1/2012	28118

Customer
M/M Elliott Bernstein 7020 Lions Head Lane St Andrews Country Club Boca Raton, FL 33496

SHIP TO

TERMS	Due Date	TECH	Project/Job
	10/1/2012	PI	Bernstein Si/4696cw...

ITEM	DESCRIPTION	QTY	U/M	RATE	SVC	AMOU...
Quarterly	Monitoring fees, payable quarterly in advance for fiscal quarters: (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec)	3		22.99		68.97T

Subtotal	$68.97
Sales Tax (6.0%)	$4.14
Payments/Credits	$0.00
Balance Due	$73.11

Note 1: Test your Alarm System at least ONCE every 7 days for proper functionality.
Note 2: Ensure alarm is registered with Sheriff's Office and permit is on file at CMS
Note 3: Late fees will be added 15 days after due date.
Note 4: $25 charge on all returned/NSF checks.
Note 5: Customer is responsible for Collection and Legal fees on collections.

SAINT ANDREW'S SCHOOL

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

9/5/2012

Joshua E. Bernstein

ACCOUNT OF:

Mr. and Mrs. Simon Bernstein
7020 Lions Head Ln
Boca Raton, FL 33496

11988 tenth

AMOUNT DUE	$903.95
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Joshua E. Bernstein		
		Balance Forward 8/1/2012	$0.00	$0.00
8/31/2012	Charge	Bookstore Charges	$903.95	
		Subtotal - Joshua E. Bernstein	**$903.95**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 903.95	$ 0.00	$ 0.00	$ 0.00	$ 903.95

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/3/12.
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Saint Andrew's School
Bookstore Charges
August 2012

11988 **Bernstein, Joshua**

Type: Default Charge O

Sales: $903.95

Balance: $903.95

Date	Item Lookup Code	Description	Qty	Price	Total
8/16/201	9780078746376	Chemistry Matter and Change!	1	$112.00	$112.00
	9780395977255	Algebra &Trig Structure/Meth2!	1	$115.00	$115.00
	9780887276767	Integ Chinese Char Wkb Lv1Pt2!	1	$34.00	$34.00
	9780887276736	Integ Chinese Text Lv1 Pt 2!	1	$88.00	$88.00
	9780028003979	World History The Human Exp!	1	$110.00	$110.00
	97908	Words Trapped in Amber!	1	$12.00	$12.00
	9780136028604	Handbook for Writers-New Ed!	1	$87.00	$87.00
	9781565841475	Coming of Age in America!	1	$16.95	$16.95
	92954	Integ Chinese Online Lv1 Pt2!	1	$45.00	$45.00
	8385	Champ-W Jersey Red!	1	$22.00	$22.00
	8374	UA-M Catalyst Red T-SA Scots!	1	$28.00	$28.00
	8392	UA-W Charged V Neck T Red!	1	$23.00	$23.00
	8375	UA-M Clipper Shorts Men Red!	1	$32.00	$32.00
	8372	UA Hat-BlackFlatBill!	1	$20.00	$20.00
8/17/201	97800	Used Books	1	$70.00	$70.00
	8419	Champ-Y WhiteSA SCOTS BLOC	1	$15.00	$15.00
8/18/201	9780028003979	World History The Human Exp!	-1	$110.00	($110.00)
8/20/201	033317192120	Calculator-TI-84 Plus!	1	$120.00	$120.00
	150	Pen/Pencil-$1.50	7	$1.50	$10.50
	200	Pen/Pencil $2.00	1	$2.00	$2.00
	043100153269	College Ruled Filler Paper!	1	$2.75	$2.75
	043100061908	Mead 5 Star Graph Paper!	1	$6.25	$6.25
	072782230807	Dividers-Plastic!	2	$5.75	$11.50
	070972323544	Spiral Notebook-1 Subject!	2	$4.00	$8.00
	043100099109	Composition Books!	1	$2.50	$2.50
	1003	1" Green Binder!	1	$4.50	$4.50
	1001	1" Red Binder!	1	$4.50	$4.50
	1503	1 1/2" Green Binder!	1	$6.00	$6.00
	603300002608	Duo Camo Folders*	1	$1.50	$1.50
8/21/201	070972323544	Spiral Notebook-1 Subject!	1	$4.00	$4.00
		Total	36		$903.95

SAINT ANDREW'S SCHOOL

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

9/5/2012

Daniel E. Bernstein

ACCOUNT OF:

Mr. and Mrs. Simon Bernstein
7020 Lions Head Ln
Boca Raton, FL 33496

11983 fourth

AMOUNT DUE	$98.00
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Daniel E. Bernstein		
		Balance Forward 8/1/2012	$0.00	$0.00
8/31/2012	Charge	Bookstore Charges	$98.00	
		Subtotal - Daniel E. Bernstein	**$98.00**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 98.00	$ 0.00	$ 0.00	$ 0.00	$ 98.00

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/3/12.
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Saint Andrew's School
Bookstore Charges
August 2012

11983 **Bernstein, Daniel**

Type: Default Charge O Sales: $98.00

Balance: $98.00

Date	Item Lookup Code	Description	Qty	Price	Total
8/12/201	072067138064	Pencils Ticonderoga-12 pk Shp!	2	$3.00	$6.00
	079184410028	Pencil Sharpener!	1	$1.00	$1.00
	072838320100	Pens-Boxed for 4th-Black!	1	$8.00	$8.00
	078484094303	Scissors-Fiskar Pointed!	1	$3.50	$3.50
	078484094303	Scissors-Fiskar Pointed!	1	$3.50	$3.50
	071662000240	Crayola Crayons-24 Pack!	1	$2.50	$2.50
	071662077099	Crayola Thin Markers 8!	1	$4.00	$4.00
	071662077082	Crayola Markers Broad 8!	1	$4.50	$4.50
	071662040123	Crayola Colored Pencils-12!	1	$3.50	$3.50
	079184300190	Pencil Case 2 Zipped Mesh!	1	$3.50	$3.50
8/16/201	5011	Embroidery	2	$8.00	$16.00
	7174	UA-Backpack Victory-Black!	1	$42.00	$42.00
		Total	14		$98.00

TS004898

SAINT ANDREW'S SCHOOL

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

9/5/2012

Jacob N. Bernstein

ACCOUNT OF:

Mr. and Mrs. Simon Bernstein
7020 Lions Head Ln
Boca Raton, FL 33496

11987 eighth

AMOUNT DUE	$830.99
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Jacob N. Bernstein		
		Balance Forward 8/1/2012		$0.01
8/25/2012	Charge	Laptop Computer/Maintenance	$225.00	
8/31/2012	Charge	Bookstore Charges	$606.00	
		Subtotal - Jacob N. Bernstein	**$830.99**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 830.99	$ 0.00	$ 0.00	$ 0.00	$ 830.99

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/3/12.
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Florida Power & Light Company
PO Box 025576
Miami, FL 33102

/ 27 46062 41185311150311 7624000000

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

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

B 3,7 4118

AUTO **CO 9649
177512

THE BERNSTEIN FAMILY REALTY
LLC
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

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

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
53111-50311	$42.67	Sep 18 2012	$

Your electric statement

Account number: 53111-50311

For: Jul 26 2012 to Aug 28 2012 (33 days)
Customer name: THE BERNSTEIN FAMILY REALTY
Service address: 2753 NW 34TH ST

Statement date: Aug 28 2012
Next meter reading: Sep 25 2012

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
460.62	921.24 CR	0.00	460.62 CR	503.29	**$42.67**	**Sep 18 2012**

Meter reading - Meter ACD7936

Current reading	70278
Previous reading	- 66088
kWh used	**4190**

Energy usage

	Last Year	This Year
kWh this month	5101	4190
Service days	30	33
kWh per day	170	127

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

Customer charge:	$5.90
Fuel:	$171.97
(First 1000 kWh at $0.033430)	
(Over 1000 kWh at $0.043430)	
Non-fuel:	$249.11
(First 1000 kWh at $0.051840)	
(Over 1000 kWh at $0.061840)	

Amount of your last bill	460.62
Payments received - Thank you	921.24CR
Balance before new charges	$460.62CR

New charges (Rate: RS-1 RESIDENTIAL SERVICE)

Electric service amount	426.98**	
Storm charge	4.94	
Gross receipts tax	11.07	
Franchise charge	27.69	
Utility tax	32.61	
Total new charges		$503.29

Total amount you owe **$42.67**

- Payment received after **September 18, 2012** is considered **LATE**; a late payment charge of **1.50%** will apply and your account may be subject to an adjusted deposit billing.

Florida Power & Light Company
PO Box 025576
Miami, FL 33102

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

Saint Andrew's School
Bookstore Charges
August 2012

11987 **Bernstein, Jacob**

Type: Default Charge O Sales: $606.00

Balance: $606.00

Date	Item Lookup Code	Description	Qty	Price	Total
8/12/201					
	9780887277962	Integ Chinese eTextbo Lv1 Pt1!	1	$50.00	$50.00
	9780887277467	Integ Chinese Online Lv1 Pt1!	1	$45.00	$45.00
	9780078651137	Algebra 1-2005 Edition!	1	$100.00	$100.00
	9781583564516	Force and Motion Lab 8th!	1	$10.00	$10.00
	9781583564455	Chemical Interations Lab 8th!	1	$10.00	$10.00
	9781583564219	Electronics Lab 8th!	1	$10.00	$10.00
	1002	1" Blue Binder!	1	$4.50	$4.50
	050362186379	1" Overlay Binder-White!	1	$6.50	$6.50
	043100152002	Wide Ruled Filler Paper!	2	$3.00	$6.00
	043100061908	Mead 5 Star Graph Paper!	2	$6.25	$12.50
	072782230807	Dividers-Plastic!	2	$5.75	$11.50
	070972323544	Spiral Notebook-1 Subject!	2	$4.00	$8.00
	711888432233	Expandable 13 Pocket File-Cle!	1	$7.50	$7.50
	5072	Duo Tang Packet-7th/8th Grade!	1	$4.00	$4.00
	050362186300	1" Overlay Binder-Black!	1	$6.50	$6.50
	072782230807	Dividers-Plastic!	2	$5.75	$11.50
	1001	1" Red Binder!	1	$4.50	$4.50
	079252131053	Ruler 12" Colored#	1	$1.00	$1.00
	071662040123	Crayola Colored Pencils-12!	1	$3.50	$3.50
	071709001919	Glue Stick- Avery Jumbo!	3	$2.50	$7.50
	100	Pen/Pencil $1.00	2	$1.00	$2.00
	150	Pen/Pencil-$1.50	4	$1.50	$6.00
	200	Pen/Pencil $2.00	3	$2.00	$6.00
8/16/201	8395	MS Laptop Sleeve!	1	$20.00	$20.00
	7646	UA-Y Polo Red!	1	$32.00	$32.00
	8162	UA-Y Polo Navy!	1	$32.00	$32.00
	7632	UA-Y Polo Lt Blue!	1	$32.00	$32.00
	7645	UA-Y Polo White!	1	$32.00	$32.00
	8418	Champ-Y WhiteSA Script ArchTs!	1	$15.00	$15.00
	7663	UA-YWhite T White/Bla*	1	$26.00	$26.00
	8382	UA-Y White-NuTechScots Ov Es	1	$23.00	$23.00
	8377	UA-Clipper Shorts Youth Red!	1	$32.00	$32.00
	8391	UA-Y Full Zip Black!	1	$35.00	$35.00
8/17/201	9780078651137	Algebra 1-2005 Edition!	-1	$100.00	($100.00)
8/18/201	10202	UA-Backpack Renegade Black!	1	$55.00	$55.00
8/30/201	9780887276484	Integ Chinese Charact Lv1 Pt1!	1	$30.00	$30.00
8/31/201	071649402005	Master Lock!	1	$8.00	$8.00
		Total	48		$606.00

Kool Ray
AIR CONDITIONING
INCORPORATED
1717 S.W. FIRST WAY, #14 • DEERFIELD BEACH, FLORIDA 33441
Phone (954) 421-2882 • (561) 395-2333
Fax (954) 421-2883

AIR CONDITIONING
SERVICE &
INSTALLATION

INVOICE 47311

Customer No. BERNSS

Bill To:

Simon Bernstein
7020 Lions Head Ln.
Boca Raton, FL 33496

Ship To:

Candice Bernstein
2753 NW 34 St.
Boca Raton, FL 33434

Date	Ship Via	F.O.B.	Terms
08/28/12	Delivered	Origin	Due Upon Receipt

Purchase Order Number	Order Date	Salesperson	Our Order Number
blw dr ln/fix ln R22	08/28/12	SI	bothunit

Required	Shipped / Back.Ord.	U/M	Item Number / Item Description	Taxable / Disc %	Unit Price	Extended Price
1.00	10.00	EA	FREON R-22 Freon	N	36.00	360.00
1.00	1.00	EA	WELD Welding Materials	N	35.00	35.00
1	1	EA	NITRO Nitrogen	N	10.00	10.00
1.00	1.00	EA	LLD3/8 Liquid Line Drier- 3/8	N	30.00	30.00
1.00	1.00	EA	LAB Labor	N	180.00	180.00
1.00	1.00	EA	FS Fuel Surcharge	N	5.00	5.00

NonTaxable Subtotal	**620.00**
Taxable Subtotal	**0.00**
Tax	**0.00**
Total	**620.00**

Customer Original

TS004902

KOOL RAY AIR CONDITIONING, INC.
1717 S.W. First Way #14
DEERFIELD BEACH, FLORIDA 33441

(561) 395-2333
(954) 421-2882

HVAC SERVICE ORDER INVOICE

47311

BILL TO .....

.....

.....

THIS WORK IS TO BE ☐ C.O.D. ☐ CHARGE ☐ NO CHARGE

MAKE	Trane	MAKE	
MODEL	2TTB036A1000AA	MODEL	
SERIAL NUMBER	2204TYG3F	SERIAL NUMBER	

NAME Bernstein
STREET 2753 NW 34 St DATE 8-27-12
CITY Boca Raton PROMISED
PHONE CALL BEFORE ☐ A.M. ☐ P.M.
TECHNICIAN Steve AUTHORIZED BY
WORK TO BE PERFORMED no AC.

QTY.	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
10	REFRIGERANT R-22 LBS.		360 00
	Nitro		10 00
	Welding		35 00
	Liquid Line drier		30 00
	FILTERS x x		
	FILTERS x x		
	BELTS		
	TOTAL MATERIALS		435 -

HRS.	LABOR	RATE	AMOUNT
2	Steve		180 00
	TOTAL LABOR		180 -

MATERIALS & LABOR MAY BE CONTINUED ON OTHER SIDE

I have authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of Seller.

CUSTOMER SIGNATURE DATE

ENVIRONMENTAL CHECK LIST

WORK PERFORMED	QTY.	TYPE/DISPOSITION
☐ RECOVERED		
☐ RECYCLED		
☐ RECLAIMED		
☐ RETURNED		
☐ DISPOSAL		

☐ DISMANTLED ☐ CHANGED OUT/REPLACED TOTAL $

DESCRIPTION OF WORK PERFORMED

found Clogged drain line on bedroom unit blow out drain line and reset Safety Switch found main System out of freon Leak in Copper at Condensing unit.
8-29-12 Repair hole in Copper, replace Liquid Line drier, evacuate System and recharge with R22.

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.

☐ REGULAR ☐ WARRANTY
☐ SERVICE CONTRACT

Thank You

WORK PERFORMED

CONDENSING UNIT		COND'SATE DRAINS	
LEVELED		CLEANED MAIN DRAIN	
CLEANED COIL		REPAIRED MAIN DRAIN	
CHECKED CHARGE		CLEANED PAN DRAIN	
REPAIRED LEAK IN COIL		REPAIRED PAN DRAIN	
REPAIRED LEAK IN COPPER	✓	FURN. OR FAN COIL	
# REF.		REPLACED BELT	
CHECKED MOTOR		ADJUSTED BELT	
CHANGED MOTOR		REPLACED PULLEY	
REPLACED BELT		ADJUSTED PULLEY	
ADJUSTED BELT		CLEANED BLOWER	
REPLACED CONTACTOR		REPLACED BEARINGS	
REPL. START. RELAY		OILED MOTOR	
REPL. START. CAPACITOR		OILED BEARINGS	
REPLACED RUN CAPACITOR		CLEANED HEAT EXCH.	
CLEANED OR ADJ. CONTACTOR		REPLACED HEAT EXCH.	
REPAIRED WIRING		CLEANED OR ADJ. PILOT	
REPLACED FUSE		REPLACED THERMOCOUPLE	
REPLACED COMPRESSOR		REPAIRED VALVE	
EVAPORATOR COIL		REPLACED VALVE	
REPLACED EXP. VALVE		CLEANED BURNERS	
ADJUSTED EXP. VALVE		DUCT	
REPLACED CAP. TUBE		REPAIRED	
CLEARED CAP. TUBE		ADJUSTED	
REPAIRED COIL LEAK		THERMOSTAT	
REPAIRED COPPER CONN.		REPLACED	
CLEANED COIL		ADJUSTED	
LEVELED COIL			
ELECT. HTR.		CLG TOWER	
REPLACED LINK		CLEANED	
REPLACED KLIX.			
REPAIRED WIRE		PUMP(S)	
REPLACED CONT.		GREASED	
		REPAIRED	
FILTERS	☐ CLEANED ☐ REPLACED		

TOTAL SUMMARY

TOTAL MATERIALS	435 -
TOTAL LABOR	180 -
TRAVEL CHARGE	5 -
TAX	
TOTAL	620 00

FORM #[illegible]
TS004903

AQUATIC ISLES POOL SERVICE
100 NORTHWEST 4 STREET
BOCA RATON, FLORIDA 33432
PHONE: 561-367-SWIM (7946)
FAX: 561-367- 1422

STATEMENT

09/01/12

ACCT: MM3 BERN V4

BERNSTEIN FAMILY REALTY LLC
7020 LIONSHEAD LN
BOCA RATON FL 33496

RE : 2753 NW 34 STREET

Total Due $ 80.00

Amount Paid: $ _____

PLEASE RETURN THIS PORTION WITH PAYMENT

	PREVIOUS BALANCE	80.00		80.00
08/27/12	PAYMENT CK.#995325 8/27		-80.00	-80.00
	September Service Charge	80.00		80.00

CHARGES DUE UPON RECEIPT.

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

80.00
PLEASE PAY THIS AMOUNT

Thank You

TS004904

Bernstein

Wells Fargo - Equity Line of Credit

fax Ltrs of Admin 866-249-5074

send Letter

The offices of Tescher & Spallina are representing the Estate of Simon Bernstein - . . .

Wells Fargo acct ending 1945

MEMORY TRANSMISSION REPORT

TIME : OCT-10-2012 04:42PM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	284
DATE	:	OCT-10 04:40PM
TO	:	18662495074
DOCUMENT PAGES	:	003
START TIME	:	OCT-10 04:40PM
END TIME	:	OCT-10 04:42PM
SENT PAGES	:	003
STATUS	:	OK

FILE NUMBER : 284 *** SUCCESSFUL TX NOTICE ***

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 10, 2012

VIA FACSIMILE 866-249-5074
Wells Fargo Bank, N.A.
PO Box 660930
Dallas, TX 75266-0930

Re: Estate of Simon L. Bernstein
Wells Fargo Account # 650 3847519

Dear Sir or Madam:

Attached are the Letters of Administration and a copy of the death certificate for Simon L. Bernstein. The offices of Tescher & Spallina, P.A. are representing the Estate, and Robert L. Spallina and Donald R. Tescher are the co-Personal Representatives.

Should you have any questions, please call me.

Sincerely,

ROBERT L. SPALLINA

RLS/km
Enclosures

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Should you have any questions, please call me.

Sincerely,

ROBERT L. SPALLINA

RLS/km
Enclosures

Account Statement

Statement Date: August 7, 2012
Account Number: 650 3847519

26,846 (CO650)

SHIRLEY BERNSTEIN
SIMON L. BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Customer Service

Telephone
(1-888-667-6059)

Online Banking
www.wellsfargo.com

Correspondence
Wells Fargo Bank, N.A.
PO Box 4233
Portland, OR 97208-4233

Do not send payment to this address

Payments

By mail
Wells Fargo Bank, N.A.
PO Box 660930
Dallas, Tx 75266-0930

Overnight mail
Wells Fargo Bank, N.A.
Attn: Payment Services
2324 Overland Dr.
Billings, MT 59102-6401

Principal only payments
Wells Fargo Bank, N.A.
PO Box 660931
Dallas, Tx 75266-0931

Equity Line Of Credit

Shirley Bernstein
Simon L. Bernstein
Account Number: 650 3847519

Activity summary

Approved line of credit	$521,000.00
Credit in use	$520,725.75
Available credit	$274.25
Beginning balance owed**	$522,226.21
Ending balance owed**	$522,226.21

*** These balances include unpaid finance charges and other unpaid fees and charges. The Ending balance owed is not a payoff amount. If you want to pay off and close your Home Equity Line of Credit, please contact Customer Service for detailed payoff instructions. Payoffs attempted in other ways may not close the account, resulting in a delay of the release of your collateral.*

Thank you for banking with Wells Fargo.

simon l bernstein 561487392 4
Aug 15 12 11:38a p.2
TS004910

26,847

WELLS FARGO

Payment due

Current payment due	$1,429.01
Late fee due	71.45
Total payment due on Sep 01*	$1,500.46

**Your automatic payment is insufficient to cover the total payment due. Please remit the difference of $71.45.*

**An automatic payment of $1,429.01 will be withdrawn on 09/01/12 from the account you designated.*

With interest-only payments, you do not reduce your principal balance unless you voluntarily make principal payments during the interest-only period. At the end of your interest-only period, you will be required to pay all amounts of principal, interest and all other charges in a single balloon payment.

Activity detail

Date effective	Description	Transaction amount	Principal balance*
07/07	Previous Balance		$520,725.75
08/01	Finance Charge/Interest Payment	- $1,429.01	
08/07	Periodic Finance/Interest Charge	$1,429.01	
08/07	Ending Balance		$520,725.75

**Each change in the principal balance is shown.*

Summary of Finance Charges

Total Periodic Finance Charge for This Billing Period

Finance Charge for Line Balance at Standard Rate	$1,429.01
Total Periodic Finance Charge	**$1,429.01**

Standard Rate Finance Charge Detail

Effective Date	Number of Days	Corresponding **Annual Percentage Rate**	**Daily Periodic Rate**
07/08	31	3.24%	.008852%

Your rate may vary according to the terms of your agreement. You may pay your balance(s) in full at any time. See back of statement for important information about your credit card and line of credit accounts.

0FS2H008|005842|02|04|0|0|0|0
Aug 15 12 11:38a simon 1 bernstein 5614873924 p.3
TS004911

Are you interested in...

- Purchasing a home or refinancing your current one? Call us at **1-800-866-0743**
- Getting a student loan? Call us at **1-888-945-5373**
- Optimizing the equity in your home? Call us at **1-866-259-0890**

***For more information on our products and services visit us at* wellsfargo.com**

WELLS FARGO

Line of Credit Information

Each principal balance shown on your statement represents the unpaid amount of the loan advances under your line of credit for that day and each day thereafter until a change in the principal balance is shown. All the Finance Charge that is Interest on Home Equity Line of Credit and the Interest on Personal and Portfolio Line of Credits will be determined as follows:

- Determine the principal balance for each day during this statement period; then
- Multiply the principal balance for each day during this statement period by the daily periodic rate in effect for such day; and
- Add these results

If your account is a Line of Credit with a Fixed Promotional Rate, the above is the method used to calculate your Finance Charge during and after the expiration of the introductory period. Please see your Fixed Promotional Rate offer for further details.

If your Home Equity Line of Credit account is subject to balance based pricing, the daily periodic rate and corresponding annual percentage rate (APR) will be determined each day based on the outstanding balance of your account. The daily periodic rate and corresponding APR applicable to each balance range are shown in the Summary of Finance Charge section on your statement.

If your Home Equity Line of Credit account is subject to a Promotional Discount, your total finance charge for the billing cycle is calculated by subtracting from the above described standard finance charge calculation a Promotional Interest Credit applicable to all Promotional Period Net Advances on your account during the billing cycle. Your "Net Advances" are that portion of each daily balance during the Promotional Period that exceed the principal balance of your account immediately before your Promotional Period began ("Principal Balance before Promotional Advance Period Began"), after adding new advances and subtracting all payments or credits. This Promotional Interest Credit is calculated by adding your Net Advances for each day during the Promotional Period in the billing cycle. If the daily balance is less than the Principal Balance before the Promotional Advance Period Began, the difference between these balances for that day will be subtracted from this calculation. This number is then divided by the number of Promotional Period days in the billing cycle, resulting in your Average Daily Promotional Balance. Your Average Daily Promotional Balance is then multiplied by the number of Promotional Period days in the billing cycle and by the Promotional Interest Credit Average Daily Periodic Rate, resulting in the Promotional Interest Credit. The Promotional Interest Credit is then subtracted from the total finance charge at your standard rate(s) to obtain the total finance charge for the billing cycle.

If your account is a Home Equity Line of Credit it is subject to a promotional discount and is subject to balanced based pricing, your total finance charge will be determined by using the above calculation and applying this calculation to all promotional net advances in the tiers shown on this statement.

Payments received after normal business hours will be credited the following business day. Normal business hours are posted in each office or branch and will be furnished upon request, or may be obtained by calling the Customer Service phone number listed on your statement.

We must receive payment of at least the amount of the Total Payment Due as shown on your billing statement by the Payment Due Date or within the applicable grace period or a late fee will be assessed. Non-electronic payments must be accompanied by the remittance portion of your billing statement, be made by check, and be drawn on a US bank and payable in US dollars.

Payments accepted by Wells Fargo prior to a 5:00 p.m. cut off or branch closing hours via: bank branch, online (using Transfer Tab), ACH, ATM, (on your Home Equity Lines of Credit only), phone or at the remittance address indicated on your billing statement (using the enclosed envelope and payment coupon), will be credited as of the date received. Payments received after the cut off time may be credited as of the next day.

Payments made in any other way may take up to 5 business days to be credited.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Wells Fargo Bank, N.A., P.O. Box 3356, Portland, OR, 97208-3356

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Special Rule for Credit Card Purchases. If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than $50 and the purchase was made in your home state, or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchases.)

To Dispute or Report Inaccuracies in Information We Have Furnished to a Consumer Reporting Agency about Your Accounts

You have the right to dispute the accuracy of information that Wells Fargo Bank, N.A. has furnished to a consumer reporting agency by writing to us at the appropriate Credit Bureau Disputes address listed below, based on your account type. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with all supporting documentation. If you believe the information furnished is the result of identity theft, you will need to provide us with an identity theft report.

For **Home Equity** accounts:
Wells Fargo Bank, N.A.
Attn: Credit Bureau Disputes
PO Box 31557
Billings, MT 59107

For **Personal/Portfolio Line of Credit** accounts:
Wells Fargo Bank, N.A.
Attn: Credit Bureau Disputes Resolution Unit
PO Box 3117
Winston-Salem, NC 27102

Accord and Satisfaction

Payment in Full for Less Than Account Balance Request: We may accept checks marked "Payment in Full" or words of similar effect without losing any of our rights to collect the full balance of your account. If you intend to pay your balance in full on your Personal or Portfolio Line of Credit with an amount less than the total balance owing on your account, you must send your request to us at: Wells Fargo Bank, N.A., Special Payoffs, P.O. Box 93399, Albuquerque, NM 87199-3399.

Authorization for 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.

Opt out procedure: If you choose to opt-out of Wells Fargo clearing your check electronically, you must contact us in writing at the Correspondence only address listed on the front of your statement. You may also call us at the phone number listed on the front of the statement.

Members FDIC. Equal Housing Lender

>0F52N008|005842|04|04|0|0|0|0<

Aug 15 12 11:39a simon l bernstein 5614873924 p.4

TS004912

Diana Banks

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Friday, August 10, 2012 10:32 AM
To: Diana Banks
Cc: Ted Bernstein; Simon Bernstein; DeRosa, Linda; Lewin, Jerry
Subject: Bernstein Family Realty, LLC

Ted ?

Follow Up Flag: Follow up
Due By: Monday, August 13, 2012 11:00 AM
Flag Status: Flagged

Diana,

In preparing the year end accounting and tax return for Bernstein Family Investments LLLP, we have found a $30,000 loan to Bernstein Family Realty, LLC. To our knowledge has been dormant since its inception in 2008, however this transaction makes it active.

Therefore, we will need the following information for Bernstein Family Realty, LLC:

- Copies of all 2011 bank statements:
- Copy of either the cancelled checks or check register for 2011:
- Source of any deposits made:
- Copy of the operating agreement
- Schedule of ownership %

If this entity is owned 100% by Simon then there is no need to prepare a separate partnership tax return; instead the activity will be reported on Simon's personal return.

If you have any questions please give me a call.

Thanks

Anthony Messuri, E.A.
Supervisor

Anthony Messuri, E.A. | Supervisor
CBIZ MHM, LLC
1675 N. Military Trail
5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbizgl.com

Connect with me
www.cbiz.com and www.mhm-pc.com
Visit our new website!

TS004914

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

January 14, 2013

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

Dear Robert Spallina:

Please accept our condolences for your loss. We have completed the processing of the claim for the above named contract. Our check in the amount of $50,800.08 representing the benefit due will be sent under separate cover.

FACE AMOUNT	$50,000.00
INTEREST 8.00%	800.08
TOTAL PAYABLE	$50,800.08

Family members that have an active contract through our company should review their beneficiary designation and make any necessary changes. Our Customer Service Department is available for assistance at 800-231-3655.

We appreciate the opportunity to be of service to you during this time. If we may be of further assistance, please contact our office.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

U40DA36

0A8

ILLINOIS DEPARTMENT OF INSURANCE

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

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 3, 2013

Individual Claims Department
American General Life Insurance Company
2727 A Allen Parkway
Houston, TX 77019

Attn: Claims

Re: Insured: Simon L. Bernstein
Contract No.: UD000166N

Gentlemen:

As requested in your letter dated December 28, 2012, we are returning the Claimant's Statement executed by the undersigned as co-Personal Representative of the estate of Simon L. Bernstein. Please proceed to process the insurance claim.

Very truly yours,

DONALD R. TESCHER

DRT/dd

Enclosure

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

December 28, 2012

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

Dear Robert Spallina:

We recently received your request for a claim on the above referenced account. However, additional information will be required to complete your request. For your convenience we are sending you additional information to help you in finalizing the claim process.

To release the proceeds on this policy, we will need the following:

- The signature of Donald R Tescher, Co-Personal Representative on the Proof of Death Claimant Statement. We have enclosed a copy of the form for your convenience.

Once all requirements are received, payment is generally processed within 10 days.

If you should have any questions regarding this information or forms, please do not hesitate to contact our office at 1.800.487.5433.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

U40DA36

American General
Life Companies

Proof of Death
Claimant's Statement

11/2/2012 15:28 0027763

American General Life Insurance Company (AGL)
American General Life Insurance Company of Delaware (AGLDE)
The United States Life Insurance Company in the City of New York (USL)
Service Center: P.O. Box 4443 • Houston, TX 77210-4443 • 800.231.3655
Overnight mailing: 2727 A Allen Pkwy • Attn: Claims • Houston, TX 77019

To Be Completed By The Beneficiary ***(please print)***

I DECEASED

DECEASED FULL NAME (include middle name) – List other hyphenations, nicknames, aliases and/or maiden names used by deceased in the past
Simon Leon Bernstein

DATE OF BIRTH	CAUSE OF DEATH	DATE OF DEATH
12-02-1935	Natural Causes	09-13-12

POLICIES DECEASED HELD:

POLICY NUMBER	POLICY NUMBER	POLICY NUMBER	POLICY NUMBER
UD000166N			

I hereby certify that the policy of insurance for the listed policy is ☐ ENCLOSED ☐ LOST ☐ DESTROYED

II CLAIMANT

CLAIMANT'S NAME	DATE OF BIRTH	RELATIONSHIP TO DECEASED
Robert Spallina, Personal Representative for the Estate of Simon Bernstein	06/09/1965	attorney and personal representative of the Estate

ADDRESS	CITY	STATE	ZIP	TELEPHONE NO.
4855 Technology Way Suite 720	Boca Raton	FL	33431	(561) 997-7008

EMAIL ADDRESS	ALT NO.
rspallina@tescherspallina.com	( )

Have you given the Funeral Home an Assignment to collect any amount due under this claim? ☐ YES ☐ NO If yes, what amount? $ _____ (Attach copy of assignment)

How do you want proceeds paid?

☐ **Lump Sum - Instant Access Account**
If proceeds are paid by the Instant Access Account, a check may be written for the full amount as soon as the Welcome Kit is received. Not available for amounts less than $10,000. Not available in all states. Please review the claim letter for important information about the Account.

☑ **Lump Sum - Settlement check**

☐ **Settlement Option** - As described in the insurance policy. If Option, give details _____

I have read and I understand the important Fraud disclosure information located on page 3 of this form.

AUTHORIZATION REGARDING _____ ("Insured")
I, the Claimant / Legal Representative of the Insured authorize ~~each insurance company listed above~~ and American General Life Companies LLC (an affiliate services company) (collectively, the "Company") and their authorized representatives including their employees and agents, to provide information to, and, to receive information from, MIB Inc., which operates an information exchange that assists insurance companies with benefit administration, claims, and fraud prevention and detection activities. The authorization will be valid for the duration of the claim or 24 months, whichever is longer. I understand that I may revoke it by giving written notice to the Company, but any action taken by the Company before receipt of such notice will be valid. I acknowledge that I am entitled to obtain a copy of the authorization and a copy will be as valid as the original.

PLEASE SIGN HERE — Signature of Claimant/ Legal Representative of the Insured — Printed Name: ROBERT L. SPALLINA DONALD R. TESCHER — Date: 11/1/12

III TAXPAYER I.D. NO.

Enter the claimant's taxpayer identification number in the appropriate box. For most individuals this is your social security number.	CLAIMANT'S S.S. NO	OR	TAX I.D NO.
			30-6329442

Note: If the Social Security number or Tax I.D. number is not provided, and backup withholding is applicable, taxes will be withheld from the proceeds.

CERTIFICATION: Under penalties of perjury, I certify: (1) that the number shown on this claim form is my correct social security (or taxpayer identification) number and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PLEASE SIGN HERE — CLAIMANT'S SIGNATURE — DATE 11/1/12

IV MAILING

Use this section to provide alternative mailing address if different than above.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased. IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED
2012 OCT -2 AM 9:31

12/24/2012 12:07 0027997 5853

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 2 day of Oct, 2012.

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 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

TS004920

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

December 28, 2012

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

Dear Robert Spallina:

We recently received your request for a claim on the above referenced account. However, additional information will be required to complete your request. For your convenience we are sending you additional information to help you in finalizing the claim process.

To release the proceeds on this policy, we will need the following:

- The signature of Donald R Tescher, Co-Personal Representative on the Proof of Death Claimant Statement. We have enclosed a copy of the form for your convenience.

Once all requirements are received, payment is generally processed within 10 days.

If you should have any questions regarding this information or forms, please do not hesitate to contact our office at 1.800.487.5433.

Sincerely,

!NDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

The United States Life Insurance Company in the City of New York
P.O. Box 4443 • Houston, TX 77210-4443 • 1.800.487.5433 • Fax 713.831.3028

ILLINOIS DEPARTMENT OF INSURANCE

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

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TESCHER & SPALLINA, P.A.

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DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 21, 2012

VIA FEDERAL EXPRESS
Individual Claims Department
American General Life Insurance Company
2727 A Allen Parkway
Attn: Claims
Houston, TX 77019

Re: Insured: Simon L. Bernstein
Contract No.: UD000166N

Dear Sir or Madam:

Enclosed is a copy of the Certified death certificate stating cause of death for Simon Bernstein, as requested by your letter dated December 6, 2012. We are also enclosing a signed Proof of Death Claimant's Certificate, a certified copy of the Last Will of Simon Bernstein, and a certified copy of the Letters of Administration showing me and Donald R. Tescher as co-Personal Representatives of the Estate.

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

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: December 20, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_ White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

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

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

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

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr) **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

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

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **NATURAL**

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

a **MYOCARDIAL INFARCT**

b **SEVERE CORONARY ATHEROSCLEROSIS**

c

d

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

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **YES**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **NO**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Init

,State Registrar REQ: **2013376149**

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

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

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

TS004924

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

WILL OF

SIMON L. BERNSTEIN

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
OCT - 2 2012
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Prepared by:

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

WILL OF

SIMON L. BERNSTEIN

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 24 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 24 day of July, 2012.

[Witness Signature] residing at ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076
[Witness Address]

[Witness Address]

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

[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.

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.

Witness

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.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Lindsay Baxley

Print, type or stamp name of Notary Public

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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased. IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED
12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives 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 Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. 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 2 day of Oct, 2012.

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 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

TS004934

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

December 06, 2012

ROBERT SPALLINA
BOCA VILLAGE CORPORATE CENTER 1
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

DEAR ROBERT SPALLINA:

We were notified of the death of SIMON L BERNSTEIN on 10/09/2012. For your convenience we are sending you additional information and forms to help you in finalizing the claim that was reported to us.

To release the proceeds on this policy, we will need the following:

- An original Long Form CERTIFIED death certificate for SIMON L BERNSTEIN with final cause and manner of death.
- Enclosed Proof of Death Claimant's Statement to be completed by the Executor/Executrix of the Estate of the Insured. Important information is enclosed with this form, so please review carefully.
- Certified Letters of Testamentary naming the Executor/Executrix of the Estate of the Insured.

Once all requirements are received, payment is generally processed within 10 days.

If you should have any questions regarding this information or forms, please do not hesitate to contact our office at 1.800.487.5433.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

The United States Life Insurance Company in the City of New York
P.O. Box 4443 • Houston, TX 77210-4443 • 1.800.487.5433 • Fax 713.831.3028

FedEx Shipment Receipt

Address Information

Ship to:	**Ship from:**
Individual Claims Department	Kimberly Moran
American General Life Insurance Com	TESCHER & SPALLINA
2727 A Allen Parkway	4855 Technology Way Suite 720
HOUSTON, TX	BOCA RATON, FL
77019	33431
US	US
800-487-5433	5619977008

Shipment Information:

Tracking no.: 794375131799
Ship date: 12/21/2012
Estimated shipping charges: 17.81

Package Information

Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:

Bill transportation to: Tescher & Spallina-343
Your reference: 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.

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

December 06, 2012

ROBERT SPALLINA
BOCA VILLAGE CORPORATE CENTER 1
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

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- Enclosed Proof of Death Claimant's Statement to be completed by the Executor/Executrix of the Estate of the Insured. Important information is enclosed with this form, so please review carefully.
- Certified Letters of Testamentary naming the Executor/Executrix of the Estate of the Insured.

Once all requirements are received, payment is generally processed within 10 days.

If you should have any questions regarding this information or forms, please do not hesitate to contact our office at 1.800.487.5433.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

The United States Life Insurance Company in the City of New York
P.O. Box 4443 • Houston, TX 77210-4443 • 1.800.487.5433 • Fax 713.831.3028

American General
Life Companies

Proof of Death
Claimant's Statement

American General Life Insurance Company (AGL)
American General Life Insurance Company of Delaware (AGLDE)
The United States Life Insurance Company in the City of New York (USL)
Service Center: P.O. Box 4443 • Houston, TX 77210-4443 • 800.231.3655
Overnight mailing: 2727 A Allen Pkwy • Attn: Claims • Houston, TX 77019

To Be Completed By The Beneficiary *(please print)*

I DECEASED

DECEASED FULL NAME (include middle name) – List other hyphenations, nicknames, aliases and/or maiden names used by deceased in the past

DATE OF BIRTH	CAUSE OF DEATH	DATE OF DEATH

POLICIES DECEASED HELD:

POLICY NUMBER	POLICY NUMBER	POLICY NUMBER	POLICY NUMBER
UD000166N			

I hereby certify that the policy of insurance for the listed policy is ☐ ENCLOSED ☐ LOST ☐ DESTROYED

II CLAIMANT

CLAIMANT'S NAME		DATE OF BIRTH		RELATIONSHIP TO DECEASED
ADDRESS	**CITY**	**STATE**	**ZIP**	**TELEPHONE NO.**
				( )
EMAIL ADDRESS				**ALT NO.**
				( )

Have you given the Funeral Home an Assignment to collect any amount due under this claim? ☐ YES ☐ NO If yes, what amount? $_____ (Attach copy of assignment)

How do you want proceeds paid?

☐ **Lump Sum - Instant Access Account**
If proceeds are paid by the Instant Access Account, a check may be written for the full amount as soon as the Welcome Kit is received. Not available for amounts less than $10,000. Not available in all states. Please review the claim letter for important information about the Account.

☐ **Lump Sum - Settlement check**

☐ **Settlement Option** - As described in the insurance policy. If Option, give details _____

I have read and I understand the important Fraud disclosure information located on page 3 of this form.

AUTHORIZATION REGARDING _____ ("Insured")

I, the Claimant / Legal Representative of the Insured authorize each insurance company listed above and American General Life Companies LLC (an affiliate services company) (collectively, the "Company") and their authorized representatives including their employees and agents, to provide information to, and, to receive information from, MIB Inc., which operates an information exchange that assists insurance companies with benefit administration, claims, and fraud prevention and detection activities. The authorization will be valid for the duration of the claim or 24 months, whichever is longer. I understand that I may revoke it by giving written notice to the Company, but any action taken by the Company before receipt of such notice will be valid. I acknowledge that I am entitled to obtain a copy of the authorization and a copy will be as valid as the original.

PLEASE SIGN HERE Signature of Claimant/ Legal Representative of the Insured. Printed Name Date

III TAXPAYER I.D. NO.

Enter the claimant's taxpayer identification number in the appropriate box. For most individuals this is your social security number.	CLAIMANT'S S.S. NO.	OR	TAX I.D. NO.

Note: If the Social Security number or Tax I.D. number is not provided, and backup withholding is applicable, taxes will be withheld from the proceeds.

CERTIFICATION: Under penalties of perjury, I certify: (1) that the number shown on this claim form is my correct social security (or taxpayer identification) number and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PLEASE SIGN HERE CLAIMANT'S SIGNATURE DATE

IV MAILING

Use this section to provide alternative mailing address if different than above.

GENERAL INSTRUCTIONS

1. **Claimant's Statement.** This statement must be completed by the beneficiary. If there is more than one beneficiary, each must complete a separate statement.
2. **Death Certificate.** We will require a Certified Death Certificate showing the cause or manner of death.
3. **Newspaper Account.** When available, a newspaper account of the death should be submitted.
4. **Policy.** The policy should be sent with this Statement. Explain if not enclosed.

SPECIAL INSTRUCTIONS

Estate Beneficiary. The Statement must be completed by the Executor or Administrator, and a certified copy of appointment must be furnished.

For Trust Beneficiary. Complete the Trust Affidavit section at the bottom of this page.

Minor Beneficiary. The Statement is to be completed by the legally appointed guardian of the Estate of the minor and an official certificate of the guardian's appointment must be furnished.

Predeceased Beneficiary. When a beneficiary has predeceased the insured, a certified copy of the death certificate is to be furnished.

Class Beneficiaries. An affidavit showing the names and dates of birth of each must be submitted.

Assignee. The Statement is to be completed by the assignee. If the assignment is no longer effective, a release of assignment from the assignee should be submitted. If collaterally assigned, the statement should be completed by both the beneficiary and assignee and the amount claimed by the assignee indicated on the statement.

Business Beneficiaries. If the beneficiary is a business, the person signing the form must be an officer/owner of the company. The company name must be given and the title of the person signing. Example: John Doe Auto Sales, Pat Jones, President

You must also include documents supporting that the person signing the claim form has the authority to do so. Example: Corporate resolution, official board minutes, etc.

DEATH OUTSIDE THE USA

1. For USA citizens, a CERTIFIED death certificate must be accompanied by a "Report of the Death of an American Citizen Abroad" from the US Department of State.

Certification of Trustee(s) complete this section if Beneficiary is the Trust

Insured: _____

Policy Number(s): _____

Name of Trust: _____

Tax ID of Trust: _____

The undersigned hereby certify as follows:

1. That they are Trustees under a Trust Agreement dated: _____
2. That they are the Trustees designated as beneficiary under the above numbered policy(ies);
3. That said Trust Agreement is in full force and effect and that by its terms they are empowered to receive payment of the proceeds of the above policy(ies)
4. That, if applicable, said Trust/Plan is presently fully qualified having met the requirements of Section 401(a) of the Internal Revenue Code.

It is understood and agreed by the undersigned that payment of such proceeds to the Trustees shall discharge the Company from any and all liability therefore and that the Company shall have no responsibility for the carrying out of the Trust Agreement.

The plural as used herein shall include the singular wherever applicable

Signed this ____day of _____ 20_____.

Individual Trustee(s): _____

(Trustee Signature) (Printed Name)

_____

(Signature) (Printed Name) (Signature) (Printed Name)

OR

Corporate Trustee: _____

(Name of Corporate Trustee)

By: _____

(Officer's Signature) (Printed Name) (Title)

(All co-trustees must sign.)

Please detach & keep pages 3 & 4

FRAUD WARNING DISCLOSURE

In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of material fact, may be guilty of insurance fraud.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Louisiana, Maryland, New Mexico, Rhode Island, Texas, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

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

Delaware, Idaho, Indiana, Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia, Maine, Tennessee, Virginia, Washington: WARNING: It is a crime to knowingly provide false or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

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

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

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances be present, it may be reduced to a minimum of two (2) years.

MEDICAL INFORMATION BUREAU NOTICE

Information regarding your insurability or claim will be treated as confidential. The Company, or its reinsurers may, however, make a brief report thereon to MIB a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information from its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is Post Office Box 105, Essex Station Boston, Massachusetts 02112.

The Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for the life or health insurance, or, to whom a claim for benefits may be submitted.

American General Life Companies, www.americangeneral.com, is the marketing name for the insurance companies and affiliates comprising the domestic life operations of American International Group, Inc.

The licensed insurance company is responsible for its own financial condition and contractual obligations. AGL and AGLDE are not licensed to do business in the state of New York.

ILLINOIS DEPARTMENT OF INSURANCE

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

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

November 05, 2012

ROBERT SPALLINA
BOCA VILLAGE CORPORATE CENTER 1
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

DEAR ROBERT SPALLINA:

We were notified of the death of SIMON L BERNSTEIN on 10/09/2012. For your convenience we are sending you additional information and forms to help you in finalizing the claim that was reported to us.

To release the proceeds on this policy, we will need the following:

- An original Long Form CERTIFIED death certificate for SIMON L BERNSTEIN with final cause and manner of death.
- Enclosed Proof of Death Claimant's Statement to be completed by the Executor/Executrix of the Estate of the Insured. Important information is enclosed with this form, so please review carefully.
- Certified Letters of Testamentary naming the Executor/Executrix of the Estate of the Insured.

Once all requirements are received, payment is generally processed within 10 days.

If you should have any questions regarding this information or forms, please do not hesitate to contact our office at 1.800.487.5433.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

BPSII06

American General
Life Companies

Proof of Death
Claimant's Statement

American General Life Insurance Company (AGL)
American General Life Insurance Company of Delaware (AGLDE)
The United States Life Insurance Company in the City of New York (USL)
Service Center: P.O. Box 4443 • Houston, TX 77210-4443 • 800.231.3655
Overnight mailing: 2727 A Allen Pkwy • Attn: Claims • Houston, TX 77019

To Be Completed By The Beneficiary *(please print)*

I DECEASED

DECEASED FULL NAME (include middle name) – List other hyphenations, nicknames, aliases and/or maiden names used by deceased in the past

DATE OF BIRTH	CAUSE OF DEATH	DATE OF DEATH

POLICIES DECEASED HELD:

POLICY NUMBER	POLICY NUMBER	POLICY NUMBER	POLICY NUMBER
UD000166N			

I hereby certify that the policy of insurance for the listed policy is ☐ ENCLOSED ☐ LOST ☐ DESTROYED

II CLAIMANT

CLAIMANT'S NAME		DATE OF BIRTH		RELATIONSHIP TO DECEASED
ADDRESS	**CITY**	**STATE**	**ZIP**	**TELEPHONE NO.**
				( )
EMAIL ADDRESS				**ALT NO.**
				( )

Have you given the Funeral Home an Assignment to collect any amount due under this claim? ☐ YES ☐ NO If yes, what amount? $_____ (Attach copy of assignment)

How do you want proceeds paid?

☐ **Lump Sum - Instant Access Account**
If proceeds are paid by the Instant Access Account, a check may be written for the full amount as soon as the Welcome Kit is received. Not available for amounts less than $10,000. Not available in all states. Please review the claim letter for important information about the Account.

☐ **Lump Sum - Settlement check**

☐ **Settlement Option** - As described in the insurance policy. If Option, give details _____

I have read and I understand the important Fraud disclosure information located on page 3 of this form.

AUTHORIZATION REGARDING _____ ("Insured")

I, the Claimant / Legal Representative of the Insured authorize each insurance company listed above and American General Life Companies LLC (an affiliate services company) (collectively, the "Company") and their authorized representatives including their employees and agents, to provide information to, and, to receive information from, MIB Inc., which operates an information exchange that assists insurance companies with benefit administration, claims, and fraud prevention and detection activities. The authorization will be valid for the duration of the claim or 24 months, whichever is longer. I understand that I may revoke it by giving written notice to the Company, but any action taken by the Company before receipt of such notice will be valid. I acknowledge that I am entitled to obtain a copy of the authorization and a copy will be as valid as the original.

PLEASE SIGN HERE _____ Signature of Claimant/ Legal Representative of the Insured. Printed Name Date

III TAXPAYER I.D. NO.

Enter the claimant's taxpayer identification number in the appropriate box. For most individuals this is your social security number.	CLAIMANT'S S.S. NO.	OR	TAX I.D. NO.

Note: If the Social Security number or Tax I.D. number is not provided, and backup withholding is applicable, taxes will be withheld from the proceeds.

CERTIFICATION: Under penalties of perjury, I certify: (1) that the number shown on this claim form is my correct social security (or taxpayer identification) number and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PLEASE SIGN HERE CLAIMANT'S SIGNATURE DATE

IV MAILING

Use this section to provide alternative mailing address if different than above.

TS004944

GENERAL INSTRUCTIONS

1. **Claimant's Statement.** This statement must be completed by the beneficiary. If there is more than one beneficiary, each must complete a separate statement.
2. **Death Certificate.** We will require a Certified Death Certificate showing the cause or manner of death.
3. **Newspaper Account.** When available, a newspaper account of the death should be submitted.
4. **Policy.** The policy should be sent with this Statement. Explain if not enclosed.

SPECIAL INSTRUCTIONS

Estate Beneficiary. The Statement must be completed by the Executor or Administrator, and a certified copy of appointment must be furnished.

For Trust Beneficiary. Complete the Trust Affidavit section at the bottom of this page.

Minor Beneficiary. The Statement is to be completed by the legally appointed guardian of the Estate of the minor and an official certificate of the guardian's appointment must be furnished.

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DEATH OUTSIDE THE USA

1. For USA citizens, a CERTIFIED death certificate must be accompanied by a "Report of the Death of an American Citizen Abroad" from the US Department of State.

Certification of Trustee(s) complete this section if Beneficiary is the Trust

Insured:_____

Policy Number(s): _____

Name of Trust: _____

Tax ID of Trust: _____

The undersigned hereby certify as follows:

1. That they are Trustees under a Trust Agreement dated: _____
2. That they are the Trustees designated as beneficiary under the above numbered policy(ies);
3. That said Trust Agreement is in full force and effect and that by its terms they are empowered to receive payment of the proceeds of the above policy(ies)
4. That, if applicable, said Trust/Plan is presently fully qualified having met the requirements of Section 401(a) of the Internal Revenue Code.

It is understood and agreed by the undersigned that payment of such proceeds to the Trustees shall discharge the Company from any and all liability therefore and that the Company shall have no responsibility for the carrying out of the Trust Agreement.

The plural as used herein shall include the singular wherever applicable

Signed this ____day of _____ 20_____.

Individual Trustee(s): _____

(Trustee Signature) (Printed Name)

_____

(Signature) (Printed Name) (Signature) (Printed Name)

OR

Corporate Trustee:_____

(Name of Corporate Trustee)

By: _____

(Officer's Signature) (Printed Name) (Title)

(All co-trustees must sign.)

Please detach & keep pages 3 & 4

FRAUD WARNING DISCLOSURE

In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of material fact, may be guilty of insurance fraud.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Louisiana, Maryland, New Mexico, Rhode Island, Texas, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

Delaware, Idaho, Indiana, Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia, Maine, Tennessee, Virginia, Washington: WARNING: It is a crime to knowingly provide false or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

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

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

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances be present, it may be reduced to a minimum of two (2) years.

MEDICAL INFORMATION BUREAU NOTICE

Information regarding your insurability or claim will be treated as confidential. The Company, or its reinsurers may, however, make a brief report thereon to MIB a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information from its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is Post Office Box 105, Essex Station Boston, Massachusetts 02112.

The Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for the life or health insurance, or, to whom a claim for benefits may be submitted.

American General Life Companies, www.americangeneral.com, is the marketing name for the insurance companies and affiliates comprising the domestic life operations of American International Group, Inc.

The licensed insurance company is responsible for its own financial condition and contractual obligations. AGL and AGLDE are not licensed to do business in the state of New York.

ILLINOIS DEPARTMENT OF INSURANCE

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

LAW OFFICES
TESCHER & SPALLINA, P.A.

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

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

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DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

November 1, 2012

VIA FEDERAL EXPRESS
Life Claims Department
American General Life Insurance Company
2727 A Allen Parkway
Attn: Claims
Houston, TX 77019

Re: Insured: Simon L. Bernstein
Contract No.: UD000166N

Dear Sir or Madam:

Enclosed is the Claimant's Statement for the above referenced policy, together with an original death certificate for the insured, Simon Bernstein. We are also enclosing a copy of the decedent's obituary which was published in the Palm Beach Post. Finally, we are enclosing a copy of the death certificate for the spouse of the insured, Shirley Bernstein, who predeceased the insured on December 8, 2010, and is the named beneficiary on the policy. As such, the proceeds should be payable to the Estate of Simon Bernstein. We are unable to locate a copy of the original policy.

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

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

FedEx

Shipment Receipt

Address Information

Ship to:	**Ship from:**
Life Claims Department	Kimberly Moran
American General life Insurance Co.	TESCHER & SPALLINA
2727 ALLEN PKWY	4855 Technology Way
STE A	Suite 720
HOUSTON, TX	BOCA RATON, FL
77019-2116	33431
US	US
800-487-5433	5619977008

Shipment Information:
Tracking no.: 793982648517
Ship date: 11/01/2012
Estimated shipping charges: 17.81

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343
Your reference: e/o Berstein - 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.

American General
Life Companies

Proof of Death
Claimant's Statement

American General Life Insurance Company (AGL)
American General Life Insurance Company of Delaware (AGLDE)
The United States Life Insurance Company in the City of New York (USL)
Service Center: P.O. Box 4443 • Houston, TX 77210-4443 • 800.231.3655
Overnight mailing: 2727 A Allen Pkwy • Attn: Claims • Houston, TX 77019

To Be Completed By The Beneficiary *(please print)*

I DECEASED

DECEASED FULL NAME (include middle name) – List other hyphenations, nicknames, aliases and/or maiden names used by deceased in the past
Simon Leon Bernstein

DATE OF BIRTH	CAUSE OF DEATH	DATE OF DEATH
12-02-1935	Natural causes	09-13-12

POLICIES DECEASED HELD:

POLICY NUMBER	POLICY NUMBER	POLICY NUMBER	POLICY NUMBER
UD000166N			

I hereby certify that the policy of insurance for the listed policy is ☐ **ENCLOSED** ☐ **LOST** ☐ **DESTROYED**

II CLAIMANT

CLAIMANT'S NAME	DATE OF BIRTH	RELATIONSHIP TO DECEASED
Robert Spallina, Personal Representative for the Estate of Simon Bernstein	06/09/1965	attorney and personal representative of the Estate

ADDRESS	CITY	STATE	ZIP	TELEPHONE NO.
4855 Technology Way Suite 720	Boca Raton	FL	33431	(561) 997-7008

EMAIL ADDRESS	ALT NO.
rspallina@tescherspallina.com	( )

Have you given the Funeral Home an Assignment to collect any amount due under this claim? ☐ YES ☐ NO If yes, what amount? $ _____ (Attach copy of assignment)

How do you want proceeds paid?

☐ **Lump Sum - Instant Access Account**
If proceeds are paid by the Instant Access Account, a check may be written for the full amount as soon as the Welcome Kit is received. Not available for amounts less than $10,000. Not available in all states. Please review the claim letter for important information about the Account.

☑ **Lump Sum - Settlement check**

☐ **Settlement Option** - As described in the insurance policy. If Option, give details _____

I have read and I understand the important Fraud disclosure information located on page 3 of this form.

AUTHORIZATION REGARDING _____ ("Insured")

I, the Claimant / Legal Representative of the Insured authorize each ~~insurance company listed above~~ and American General Life Companies LLC (an affiliate services company) (collectively, the "Company") and their authorized representatives including their employees and agents, to provide information to, and, to receive information from, MIB Inc., which operates an information exchange that assists insurance companies with benefit administration, claims, and fraud prevention activities. The authorization will be valid for the duration of the claim or 24 months, whichever is longer. I understand that I may revoke it by giving written notice to the Company, but any action taken by the Company before receipt of such notice will be valid. I acknowledge that I am entitled to obtain a copy of the authorization and a copy will be as valid as the original.

PLEASE SIGN HERE _____ Signature of Claimant/Legal Representative of the Insured. Printed Name Date 11/1/12

III TAXPAYER I.D. NO.

Enter the claimant's taxpayer identification number in the appropriate box. For most individuals this is your social security number.	CLAIMANT'S S.S. NO.	OR	TAX I.D. NO.
			30-6329442

Note: If the Social Security number or Tax I.D. number is not provided, and backup withholding is applicable, taxes will be withheld from the proceeds.

CERTIFICATION: Under penalties of perjury, I certify: (1) that the number shown on this claim form is my correct social security (or taxpayer identification) number and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PLEASE SIGN HERE _____ CLAIMANT'S SIGNATURE DATE 11/1/12

IV MAILING

Use this section to provide alternative mailing address if different than above.

GENERAL INSTRUCTIONS

1. **Claimant's Statement.** This statement must be completed by the beneficiary If there is more than one beneficiary, each must complete a separate statement.
2. **Death Certificate.** We will require a Certified Death Certificate showing the cause or manner of death.
3. **Newspaper Account.** When available, a newspaper account of the death should be submitted.
4. **Policy.** The policy should be sent with this Statement. Explain if not enclosed.

SPECIAL INSTRUCTIONS

Estate Beneficiary. The Statement must be completed by the Executor or Administrator, and a certified copy of appointment must be furnished.

For Trust Beneficiary. Complete the Trust Affidavit section at the bottom of this page.

Minor Beneficiary. The Statement is to be completed by the legally appointed guardian of the Estate of the minor and an official certificate of the guardian's appointment must be furnished.

Predeceased Beneficiary. When a beneficiary has predeceased the insured, a certified copy of the death certificate is to be furnished.

Class Beneficiaries. An affidavit showing the names and dates of birth of each must be submitted.

Assignee. The Statement is to be completed by the assignee. If the assignment is no longer effective, a release of assignment from the assignee should be submitted. If collaterally assigned, the statement should be completed by both the beneficiary and assignee and the amount claimed by the assignee indicated on the statement.

Business Beneficiaries. If the beneficiary is a business, the person signing the form must be an officer/owner of the company. The company name must be given and the title of the person signing. Example: John Doe Auto Sales, Pat Jones, President

You must also include documents supporting that the person signing the claim form has the authority to do so. Example: Corporate resolution, official board minutes, etc.

DEATH OUTSIDE THE USA

1. For USA citizens, a CERTIFIED death certificate must be accompanied by a "Report of the Death of an American Citizen Abroad" from the US Department of State.

Certification of Trustee(s) complete this section if Beneficiary is the Trust

Insured:_____

Policy Number(s): _____

Name of Trust: _____

Tax ID of Trust: _____

The undersigned hereby certify as follows:

1. That they are Trustees under a Trust Agreement dated: _____
2. That they are the Trustees designated as beneficiary under the above numbered policy(ies);
3. That said Trust Agreement is in full force and effect and that by its terms they are empowered to receive payment of the proceeds of the above policy(ies)
4. That, if applicable, said Trust/Plan is presently fully qualified having met the requirements of Section 401(a) of the Internal Revenue Code.

It is understood and agreed by the undersigned that payment of such proceeds to the Trustees shall discharge the Company from any and all liability therefore and that the Company shall have no responsibility for the carrying out of the Trust Agreement.

The plural as used herein shall include the singular wherever applicable

Signed this _____day of _____ 20_____.

Individual Trustee(s): _____

(Trustee Signature) (Printed Name)

_____

(Signature) (Printed Name) (Signature) (Printed Name)

OR

Corporate Trustee:_____

(Name of Corporate Trustee)

By: _____

(Officer's Signature) (Printed Name) (Title)

(All co-trustees must sign.)

Please detach & keep pages 3 & 4

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American General Life Companies, www.americangeneral.com, is the marketing name for the insurance companies and affiliates comprising the domestic life operations of American International Group, Inc.

The licensed insurance company is responsible for its own financial condition and contractual obligations. AGL and AGLDE are not licensed to do business in the state of New York.

SIMON LEON BERNSTEIN

Family-Placed Obituary

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

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

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

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** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

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

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

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

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr) **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

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

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **PENDING INVESTIGATION**

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

a **PENDING**

b

c

d

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

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **NO**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **UNKNOWN**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meadows Jr.

,State Registrar REQ: **2013124648**

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

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

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DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

TS004956

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE IN PERMANENT BLACK INK

LOCAL FILE NO. 600-12823

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 __ 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): FD19844
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): ME.007305
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:
38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): DEC 17 2010

CAUSE OF DEATH: TO BE COMPLETED BY MEDICAL CERTIFIER

39. PROBABLE MANNER OF DEATH: X Natural. The following are under the jurisdiction of the medical examiner: __ Accident __ Suicide __ Homicide __ Pending Investigation __ Undetermined
40. REPORTED TO MEDICAL EXAMINER DUE TO CAUSE OF DEATH? __ Yes X No
41. CAUSE OF DEATH - PART I. (See instructions on back) Enter the chain of events - diseases, injuries, or complications - that directly caused the death. Enter only one cause on a line. DO NOT enter terminal event such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. Approximate Interval: Onset to Death
IMMEDIATE CAUSE (Final disease or condition resulting in death)
a. Respiratory Arrest
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST
b. Pulmonary Hemorrhage
c. Lung Cancer (Adenocarcinoma)
d.
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.
42a. WAS AN AUTOPSY PERFORMED? __ Yes X No
42b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? __ Yes __ No
43a. IF SURGERY MENTIONED IN PART I OR II, ENTER REASON FOR SURGERY
43b. DATE OF SURGERY (Mo., Day, Yr.)
44. DID TOBACCO USE CONTRIBUTE TO DEATH? __ Yes __ No __ Probably __ Unknown
45. IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR: __ Yes __ No __ Unknown If Yes, specify timeframe: __ at time of death __ within 1 to 42 days of death __ within 43 days to 1 year of death
46. DATE OF INJURY (Month, Day, Year)
47. TIME OF INJURY (24 hr.)
48. INJURY AT WORK? __ Yes __ No
49a. LOCATION OF INJURY - STATE
49b. CITY OR TOWN
49c. STREET ADDRESS
49d. APT. NO.
49e. ZIP CODE
50. DESCRIBE HOW INJURY OCCURRED
51. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)
IF TRANSPORTATION INJURY, 52a. Status of Decedent __ Driver/Operator __ Passenger __ Pedestrian __ Other (Specify)
52b. Type of Vehicle __ Car/Minivan __ S.U.V. __ Motorcycle __ Pickup Truck/Cargo Van __ Bus __ Heavy Transport __ Other (Specify)

DH Form 512, Jul. 2004 (Obsoletes previous editions which may not be used)

Pearlie Brown
DEC 20 2010

VOID IF ALTERED OR ERASED

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)

37418221

CERTIFICATION OF VITAL RECORD

TS004957

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

October 09, 2012

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

Dear ROBERT SPALLINA :

We were notified of the death of SIMON L BERNSTEIN and wish to extend our sincerest condolences to the family. We will process the claim as quickly and efficiently as possible with the hope that the policy proceeds will provide some peace of mind during this difficult time.

To complete the claims process, we will need the following:

- An original Long Form CERTIFIED death certificate for SIMON L BERNSTEIN..
- Enclosed Proof of Death Claimant's Statement to be completed by the beneficiary. Important information is enclosed with this form, so please review carefully.
- The original contract, if available. If you are unable to locate the contract, please note that on the claim form in the space provided.
- The obituary, if available.

We have found that many beneficiaries prefer not to make immediate decisions at such a traumatic time. To help you with this, if the benefit amount payable is $10,000.00 or more, you may choose to receive payment through an interest earning account with check writing privileges. Please review the enclosed important information describing the account.

We realize that life insurance is only one of the tasks faced by a bereaved family. To help guide you through the settling of an estate, claiming insurance benefits and other details, enclosed is a brochure entitled "When a Loved One Dies". We hope it may prove to be useful.

We understand and are sympathetic to the questions you may have, so please do not hesitate to contact us at the 800# listed below to help you through this process.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
:

U40MR21

0A8

Important Information Regarding Claim Payment

Instant Access Account

Making financial decisions at an emotional time can be difficult. One method of payment that may be available to help you is through the Instant Access Account ("Account") settlement option. The Instant Access Account is designed to provide you with immediate access to the funds, while allowing you all the time you need to consider how you wish to use your insurance benefit.

If total payments are $10,000 or more you may choose to receive payment through the Instant Access Account option. The Account is an interest earning account in your name if you are an individual, or the name of the Trust or Estate designated to administer the proceeds. The proceeds are payable to you as the beneficiary of a life insurance policy. This is a draft account whereby you may draw down insurance proceeds and interest by drafting checks which are payable through State Street Bank and Trust Company. This is a convenient, easy option that gives you great flexibility. By writing a check using the provided checkbook, you may access funds immediately, or, in the future after you have had the opportunity to consider all of your financial options.

Trusts with one or two trustees and Estates may also be able to take advantage of the Instant Access Account settlement option if total payments are $10,000 or more.

Some of the Instant Access Account features include:

Immediate Access: The Instant Access Account gives you immediate access to your money starting on the day you receive your checkbook. You may withdraw all or part of your money at any time. You cannot make deposits into the Account.

Time to Decide: The Instant Access Account allows you to defer making long term investment decisions and provides time to consider your options. Other available settlement options are preserved until the entire balance is withdrawn or the balance drops below the minimum payment requirements.

Convenient: To access funds, simply write a check for at least $250 to yourself or to any third party. There are no monthly service charges, per-check charges or check fees. Fees will be charged for special services.

Interest Rates: The Instant Access Account earns a periodic interest rate determined by the company which is set after monitoring current short term rates and other prevailing rates available in the marketplace. The interest rate is subject to periodic review and may be adjusted by the company. There is not a minimum interest rate credited to the account. Interest is compounded daily and credited to your account monthly. Interest may be taxable; please consult with your tax advisor regarding taxable interest amounts. To obtain the current interest rate the program is offering please call 1-800-487-5433 and select the claims option.

Toll Free Service: Questions regarding your account will be answered via a toll free telephone number provided to you with your Instant Access Account checkbook.

Record Keeping: Proceeds paid through the Instant Access Account allow for easy record management through the receipt of monthly statements. The monthly statements will provide your current balance, account activity, interest earned and interest rate paid. Accountholders with no activity will receive a quarterly statement. No account activity for an extended period of time, as specified by your individual state law, could result in funds being transferred to the appropriate state under their unclaimed property laws.

If you choose the Instant Access Account a Welcome Kit will be sent to you that includes:

- A book of personalized checks that give the beneficiary the ability to write a check as soon as they are received.
- A Certificate of Account Confirmation and Terms and Conditions.
- A pamphlet detailing your account options and features.

Please note that benefits will not be payable by way of the Instant Access Account if any of the following circumstances exist:

- The benefits payable are less than $10,000. If the amount payable is less than $10,000 a lump sum check will be issued to you.
- The beneficiary is a minor, corporation or partnership.
- The beneficiary resides in Alaska, Arkansas, Connecticut, Indiana, Kansas, Kentucky, Louisiana, Maryland, New Jersey, New York or outside of the U.S.
- The type of policy or contract does not offer the payment option of an Instant Access Account.

Additional Options
You may request a lump sum settlement check or your insurance policy or contract also may provide other settlement options for payment. Please refer to the insurance contract regarding these settlement options.

Open Solutions BIS Inc. is the administrator of the Instant Access Account. Check clearing is provided by State Street Bank and Trust Company, Boston, MA. **Your account is not insured by the Federal Deposit Insurance Corporation (FDIC).** The funds are guaranteed by the State Guaranty Associations. Please contact the National Organization of Life and Health Insurance Guaranty Associations (www.nolhga.com) to learn more about the coverage of the account. Open Solutions BIS Inc and State Street Bank and Trust Company are not affiliates of American International Group Inc. or American General Life Insurance Company

American General
Life Companies

Proof of Death
Claimant's Statement

American General Life Insurance Company (AGL)
American General Life Insurance Company of Delaware (AGLDE)
The United States Life Insurance Company in the City of New York (USL)
Service Center: P.O. Box 4443 • Houston, TX 77210-4443 • 800.231.3655
Overnight mailing: 2727 A Allen Pkwy • Attn: Claims • Houston, TX 77019

To Be Completed By The Beneficiary ***(please print)***

I DECEASED

DECEASED FULL NAME (include middle name) – List other hyphenations, nicknames, aliases and/or maiden names used by deceased in the past

DATE OF BIRTH	CAUSE OF DEATH	DATE OF DEATH

POLICIES DECEASED HELD:

POLICY NUMBER	POLICY NUMBER	POLICY NUMBER	POLICY NUMBER
UD000166N			

I hereby certify that the policy of insurance for the listed policy is ☐ **ENCLOSED** ☐ **LOST** ☐ **DESTROYED**

II CLAIMANT

CLAIMANT'S NAME		DATE OF BIRTH		RELATIONSHIP TO DECEASED
ADDRESS	**CITY**	**STATE**	**ZIP**	**TELEPHONE NO.**
				( )
EMAIL ADDRESS				**ALT NO.**
				( )

Have you given the Funeral Home an Assignment to collect any amount due under this claim? ☐ YES ☐ NO If yes, what amount? $_____ (Attach copy of assignment)

How do you want proceeds paid?

☐ **Lump Sum - Instant Access Account**
If proceeds are paid by the Instant Access Account, a check may be written for the full amount as soon as the Welcome Kit is received. Not available for amounts less than $10,000. Not available in all states. Please review the claim letter for important information about the Account.

☐ **Lump Sum - Settlement check**

☐ **Settlement Option** - As described in the insurance policy. If Option, give details _____

I have read and I understand the important Fraud disclosure information located on page 3 of this form.

AUTHORIZATION REGARDING _____ ("Insured")

I, the Claimant / Legal Representative of the Insured authorize each insurance company listed above and American General Life Companies LLC (an affiliate services company) (collectively, the "Company") and their authorized representatives including their employees and agents, to provide information to, and, to receive information from, MIB Inc., which operates an information exchange that assists insurance companies with benefit administration, claims, and fraud prevention and detection activities. The authorization will be valid for the duration of the claim or 24 months, whichever is longer. I understand that I may revoke it by giving written notice to the Company, but any action taken by the Company before receipt of such notice will be valid. I acknowledge that I am entitled to obtain a copy of the authorization and a copy will be as valid as the original.

PLEASE SIGN HERE _____
Signature of Claimant/ Legal Representative of the Insured. Printed Name Date

III TAXPAYER I.D. NO.

Enter the claimant's taxpayer identification number in the appropriate box. For most individuals this is your social security number.	CLAIMANT'S S.S. NO.	OR	TAX I.D. NO.

Note: If the Social Security number or Tax I.D. number is not provided, and backup withholding is applicable, taxes will be withheld from the proceeds.

CERTIFICATION: Under penalties of perjury, I certify: (1) that the number shown on this claim form is my correct social security (or taxpayer identification) number and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PLEASE SIGN HERE _____ CLAIMANT'S SIGNATURE DATE

IV MAILING

Use this section to provide alternative mailing address if different than above.

GENERAL INSTRUCTIONS

1. **Claimant's Statement.** This statement must be completed by the beneficiary If there is more than one beneficiary, each must complete a separate statement.
2. **Death Certificate.** We will require a Certified Death Certificate showing the cause or manner of death.
3. **Newspaper Account.** When available, a newspaper account of the death should be submitted.
4. **Policy.** The policy should be sent with this Statement. Explain if not enclosed.

SPECIAL INSTRUCTIONS

Estate Beneficiary. The Statement must be completed by the Executor or Administrator, and a certified copy of appointment must be furnished.

For Trust Beneficiary. Complete the Trust Affidavit section at the bottom of this page.

Minor Beneficiary. The Statement is to be completed by the legally appointed guardian of the Estate of the minor and an official certificate of the guardian's appointment must be furnished.

Predeceased Beneficiary. When a beneficiary has predeceased the insured, a certified copy of the death certificate is to be furnished.

Class Beneficiaries. An affidavit showing the names and dates of birth of each must be submitted.

Assignee. The Statement is to be completed by the assignee. If the assignment is no longer effective, a release of assignment from the assignee should be submitted. If collaterally assigned, the statement should be completed by both the beneficiary and assignee and the amount claimed by the assignee indicated on the statement.

Business Beneficiaries. If the beneficiary is a business, the person signing the form must be an officer/owner of the company. The company name must be given and the title of the person signing. Example: John Doe Auto Sales, Pat Jones, President

You must also include documents supporting that the person signing the claim form has the authority to do so. Example: Corporate resolution, official board minutes, etc.

DEATH OUTSIDE THE USA

1. For USA citizens, a CERTIFIED death certificate must be accompanied by a "Report of the Death of an American Citizen Abroad" from the US Department of State.

Certification of Trustee(s) complete this section if Beneficiary is the Trust

Insured:_____

Policy Number(s): _____

Name of Trust: _____

Tax ID of Trust: _____

The undersigned hereby certify as follows:

1. That they are Trustees under a Trust Agreement dated: _____
2. That they are the Trustees designated as beneficiary under the above numbered policy(ies);
3. That said Trust Agreement is in full force and effect and that by its terms they are empowered to receive payment of the proceeds of the above policy(ies)
4. That, if applicable, said Trust/Plan is presently fully qualified having met the requirements of Section 401(a) of the Internal Revenue Code.

It is understood and agreed by the undersigned that payment of such proceeds to the Trustees shall discharge the Company from any and all liability therefore and that the Company shall have no responsibility for the carrying out of the Trust Agreement.

The plural as used herein shall include the singular wherever applicable

Signed this _____day of _____ 20_____.

Individual Trustee(s): _____

(Trustee Signature) (Printed Name)

_____

(Signature) (Printed Name) (Signature) (Printed Name)

OR

Corporate Trustee:_____

(Name of Corporate Trustee)

By: _____

(Officer's Signature) (Printed Name) (Title)

(All co-trustees must sign.)

Please detach & keep pages 3 & 4

FRAUD WARNING DISCLOSURE

In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of material fact, may be guilty of insurance fraud.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Louisiana, Maryland, New Mexico, Rhode Island, Texas, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

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

Delaware, Idaho, Indiana, Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia, Maine, Tennessee, Virginia, Washington: WARNING: It is a crime to knowingly provide false or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

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

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

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances be present, it may be reduced to a minimum of two (2) years.

MEDICAL INFORMATION BUREAU NOTICE

Information regarding your insurability or claim will be treated as confidential. The Company, or its reinsurers may, however, make a brief report thereon to MIB a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information from its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is Post Office Box 105, Essex Station Boston, Massachusetts 02112.

The Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for the life or health insurance, or, to whom a claim for benefits may be submitted.

American General Life Companies, www.americangeneral.com, is the marketing name for the insurance companies and affiliates comprising the domestic life operations of American International Group, Inc.

The licensed insurance company is responsible for its own financial condition and contractual obligations. AGL and AGLDE are not licensed to do business in the state of New York.

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, October 19, 2012 12:32 PM
To: Robert Spallina; Pam Simon
Subject: RE: Update

Robert,

We believe we have a solution to the life insurance policy which provides the desired result. We would like to discuss this with you at your earliest convenience. Until we have this conversation, please do not process anything further with the insurance company as we would like to avoid any unnecessary confusion for them. Pam, her husband Scooter, and I would like to have this initial conversation with you.

Let me know what is good for you and I can coordinate with Pam and Scooter.

Take care...

-----Original Message-----
From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 19, 2012 7:19 AM
To: Pam Simon
Cc: Ted Bernstein
Subject: Re: Update

Pam - My office is processing the claim as your father was the owner of the policy and the proceeds will likely be paid to the estate in the absence of finding the trust. As I mentioned previously there was a discussion with the carrier about possibly using the 2000 trust (the one you are carved out of but would be split 5 ways according to Ted) but I'm not sure that we will achieve that result. 11:00 on Tuesday your time is my lunch hour. I am out of the office all day and will reach out to you on Monday as my calendar is fairly packed next week and a status call will have to be later in the day sometime next week. Have a nice weekend.

Sent from my iPhone

On Oct 19, 2012, at 6:32 AM, "Pam Simon" <pambsimon@me.com> wrote:

> Hi Robert - I have the ss4 on the 1995 irrevocable trust so we should be able to take care of getting the payment. If you already have the death claim package from the carrier can you overnight it to me and we will take care of the payout? If you don't have the package, can you send me an original death certificate and I will request it from the carrier?
> Also, we would like to do a family status call Tuesday at 11 am
> chicago time. Pls let us know if that works for you? Have a nice
> weekend - Pam Simon
>
> Thanks
> Pam
>
> On Oct 15, 2012, at 10:12 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:
>
>> Call me now
>>
>> -----Original Message-----
>> From: Pam Simon [mailto:pambsimon@me.com]

>> Sent: Monday, October 15, 2012 11:11 AM
>> To: Robert Spallina
>> Subject: Re: Call 10/ 16/12 Tuesday 3:30 pm Chicago time
>>
>> I have some on the trust - should only be a few minutes
>>
>> On Oct 15, 2012, at 8:36 AM, Robert Spallina
>> <rspallina@tescherspallina.com> wrote:
>>
>>> There are no updates at this time
>>>
>>> Sent from my iPhone
>>>
>>> On Oct 15, 2012, at 8:40 AM, "Pam Simon" <pambsimon@me.com> wrote:
>>>
>>>> Hi all - do you have time for status?

J.P.Morgan

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

01377 CB4 001 001 23712 - NNNNNNNNNNNN PC 02 B
BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
C/O SIMON BERNSTEIN
7020 LINOS HEAD LANE
BOCA RATON, FL 33496

Loan Account(s)

Table of Contents

	Page
Consolidated Summary	2
Loan Number 900969382	3
Loan Number 902329136	5
Loan Number 902364935	6

J.P. Morgan Team

Client Service Team	800/576-0938
	pb-service0938@jpmorgan.com
Hearing Impaired	(800) 242-7383

TS004967

237510200600201377O1

J.P.Morgan

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Consolidated Summary

Account Type	Loan Number	Loan Maturity Date	Interest Rate Type	Outstanding Principal Balance	Total Due
Line - Advised	900969382	08/30/13	Libor	1,384,049.79	2,318.32
Line - Advised	902329136	08/31/12	Libor	0.00	0.00
Line - Advised	902364935	08/30/13	Libor	7,000.00	11.73
Total				**$1,391,049.79**	**$2,330.05**

TS004968

J.P.Morgan

BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
Loan Number 900969382

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Loan Summary

	Amount
Beginning Principal Balance	**1,384,049.79**
Ending Principal Balance	**$1,384,049.79**

Current Interest & Fees Due	2,318.32
Total Due	**$2,318.32**

Your Account will be Charged On	08/31/12
Account Number to Charge	XXXXX7231

Loan Maturity Date	08/30/13
Interest Paid Year-to-Date	17,250.25
Interest Paid Prior Year	22,728.22

Loan Principal Transaction Detail

Effective Date	Description	Drawdowns & Adjustments	Payments & Adjustments	Balance
	Beginning Principal Balance			**1,384,049.79**
	Ending Principal Balance			**$1,384,049.79**

Loan Interest and Fee Transaction Detail

Loan Interest Type: Libor

Effective Date	Description	Accruals	Payments & Adjustments	Balance
	Beginning Interest/Fee Balance			**2,318.64**
07/30/12	Change Base Rate 0.245200			
07/31/12	Interest Payment		2,318.64	

TS004969

237510200600201377O2

J.P.Morgan

BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
Loan Number 900969382

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Loan Interest and Fee Transaction Detail CONTINUED

Effective Date	Description	Accruals	Payments & Adjustments	Balance
	Interest Calculated On 1,384,049.79 From 07/31/12 To 08/31/12 For 31 Days/ 360/Act @ 1.945200	2,318.33		
	Ending Interest/Fee Balance			**$2,318.32**
Total		**$2,318.33**	**($2,318.64)**	

TS004970

J.P.Morgan

BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
Loan Number 902329136

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Loan Summary

	Amount
Beginning Principal Balance	0.00
Ending Principal Balance	$0.00

Total Due	$0.00
Loan Maturity Date	08/31/12
Interest Paid Year-to-Date	51.16
Interest Paid Prior Year	0.00

Your Account will be Charged On	08/31/12
Account Number to Charge	XXXXX7231

Loan Principal Transaction Detail

Effective Date	Description	Drawdowns & Adjustments	Payments & Adjustments	Balance
	Beginning Principal Balance			0.00
	Ending Principal Balance			$0.00

Loan Interest and Fee Transaction Detail — Loan Interest Type: Libor

Effective Date	Description	Accruals	Payments & Adjustments	Balance
	Beginning Interest/Fee Balance			(2.69)
08/08/12	Interest Rebate	2.69		
	Ending Interest/Fee Balance			$0.00
Total		$2.69		

TS004971

237510200600201377O3

J.P.Morgan

BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
Loan Number 902364935

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Loan Summary	Amount
Beginning Principal Balance	7,000.00
Ending Principal Balance	$7,000.00

Current Interest & Fees Due	11.73
Total Due	**$11.73**

Your Account will be Charged On	08/31/12
Account Number to Charge	XXXXX7231

Loan Maturity Date	08/30/13
Interest Paid Year-to-Date	25.68
Interest Paid Prior Year	0.00

Loan Principal Transaction Detail

Effective Date	Description	Drawdowns & Adjustments	Payments & Adjustments	Balance
	Beginning Principal Balance			**7,000.00**
	Ending Principal Balance			**$7,000.00**

TS004972

J.P.Morgan

BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
Loan Number 902364935

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Loan Interest and Fee Transaction Detail

Loan Interest Type: Libor

Effective Date	Description	Accruals	Payments & Adjustments	Balance
	Beginning Interest/Fee Balance			**11.73**
07/31/12	Interest Payment		11.73	
	Interest Calculated On 7,000.00 From 07/31/12 To 08/31/12 For 31 Days/ 360/Act @ 1.946200	11.73		
	Ending Interest/Fee Balance			**$11.73**
Total		**$11.73**	**($11.73)**	

TS004973

237510200600201377O4

J.P.Morgan

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Important Information About Your Statement

1. This statement reflects activity on loans with a common billing date. Loans with a different billing date will appear on a separate statement.

2. In accruing interest, the number of days for any period includes the "From" date, but not the "To" date.

3. Interest is calculated according to the following formula:

$$\left(\frac{\text{Principal} \times \text{Rate}}{\text{Basis}}\right) \times \text{No. of Days}$$

4. Please be advised that the Bank calculates interest accrued to eight decimal places, and does not round to cents until the end of a billing period. For your convenience, however, the statement shows interest due for each individual transaction rounded to cents. For this reason, the sum of the individual interest amounts may not equal the actual total for interest due.

This statement reflects the Bank's current bill to you. To the extent any additional or different amounts are due or different terms apply under your loan documents, the Bank reserves all of its rights. JPMorgan Chase Bank, N.A. Member FDIC

Interest Paid YTD and Interest Paid Prior Year totals contained within this statement are provided for information purposes only, and include payments processed as of the statement date.

TS004974

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 17, 2012

00077 OPC 802 001 23012 - T 00098.00.0.50.00001.BERNSCT.20120817
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Sales

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Proceeds
8/16	8/17	JPM TR I HIGHBRIDGE STATISTICAL -SEL FUND 1011 J.P.MORGAN SECURITIES LLC AS AGENT @ 14.90	UNSOLICITED	(2,535.905)	14.90		37,784.98

Note: You may be charged a redemption fee if you choose to redeem or exchange shares of certain funds. For any applicable charges and fees, please consult the relevant prospectus.

It is agreed between JPMorgan Chase Bank, N.A. (the "Bank") and the customer that this confirmation is being provided by the Bank on behalf of its affiliate, J.P. Morgan Securities LLC ("JPMS" or "us" or "we" or "our"), if JPMS acted as your agent in this transaction. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMS and the Bank. JPMS, the Bank and its affiliates may receive compensation from JPMorgan Funds for providing services. Other revenue sharing arrangements may exist between affiliates.

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. 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 deemed conclusive if not objected to, in writing, promptly after you receive your confirmation. Please review this confirmation carefully. If you disagree with the details of any transaction or find any error, you must immediately notify your J.P. Morgan representative in writing. We will not be liable for any losses that occur because of your failure to promptly notify us of any discrepancy or error. If any part of this agreement is held to be void or unenforceable, this shall not affect the validity or enforceability of the remaining parts of this agreement. We receive remuneration from affiliates for services rendered in connection with certain transactions. On written request we will furnish: the time of execution, name of other party, if applicable, and details of remuneration received from other persons when we act as agent for such other persons. JPMS has acted as your agent unless otherwise indicated. We may execute your transaction through an affiliated brokerage firm, which may have a long or short position in this security, and may have profited or lost in connection with this transaction.

The Securities Investor Protection Act of 1970, as amended, will not protect you with respect to a repurchase or other financing transaction hereunder. Shares of mutual funds sold, offered or recommended are not bank deposits and are not guaranteed by any bank, government entity or the FDIC, unless we disclose otherwise. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market mutual funds seek to maintain a stable net asset value ("NAV") of $1.00 per share, there is no assurance that they will continue to do so. We are a corporate entity separate from our affiliates and no activity or obligation of ours is guaranteed by or will be performed by any of our affiliates. An affiliate of ours may from time to time issue instruments underwritten, dealt in or placed by us, or may lend to an issuer of instruments underwritten/dealt in by us, and the offering document will disclose additional information on such loan. You agree that we may share credit and other information concerning you with our affiliates to the extent permitted by law.

You may be eligible for mutual fund breakpoint discounts based on the size of your purchase, current holdings or future purchases. The sales charge you may pay may differ slightly from the prospectus disclosed rate due to rounding calculations. Please refer to the prospectus.

Shareholders of certain funds may be charged a redemption fee equal to some percentage of the proceeds, as specified in the prospectus, if they exchange or redeem shares of such funds within a timeframe of purchase, as specified in the prospectus, subject to certain exceptions set forth in the prospectus of the applicable fund. Please consult your JPMS representative if you need additional assistance or for a list of the JPMorgan Funds that impose redemption fees. As a matter of policy JPMS does not receive payments in return for directing customer order flow to particular broker/dealers or market centers. JPMS may receive discounts, rebates, and reductions of fees or credits, generally based on overall volume of trading activity. As a result of sending orders to other market centers or ECN's, however these will not exceed the fees or expenses incurred for executing the order. This does not alter JPMS's policy to route customer orders to the market where it believes clients will receive the best execution, taking into account price, reliability, market depth, quality of service, speed and efficiency.

Your capacity was for your own account, unless you expressly specified otherwise to us, prior to the transaction, in writing, with sufficient information for us to rely upon the credit of another party or your credit in another capacity. We or our affiliates may participate or be financially interested in a primary or secondary distribution in the instrument (or related instruments) purchased from or sold to you. 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.

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 30, 2012

00098 OPC 802 001 24312 - T 000124.00.0.50.00001.BERNSCT.20120830
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Sales

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Proceeds
8/29	8/30	HUSSMAN STRATEGIC GROWTH FUND	UNSOLICITED	(1,857.887)	11.07		20,566.81

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The Securities Investor Protection Act of 1970, as amended, will not protect you with respect to a repurchase or other financing transaction hereunder. Shares of mutual funds sold, offered or recommended are not bank deposits and are not guaranteed by any bank, government entity or the FDIC, unless we disclose otherwise. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market mutual funds seek to maintain a stable net asset value ("NAV") of $1.00 per share, there is no assurance that they will continue to do so. We are a corporate entity separate from our affiliates and no activity or obligation of ours is guaranteed by or will be performed by any of our affiliates. An affiliate of ours may from time to time issue instruments underwritten, dealt in or placed by us, or may lend to an issuer of instruments underwritten/dealt in by us, and the offering document will disclose additional information on such loan. You agree that we may share credit and other information concerning you with our affiliates to the extent permitted by law.

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J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 23, 2012

00083 OPC 802 001 23612 - T 000117.00.0.50.00001.BERNSCT.20120823
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Sales

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Proceeds
8/23	8/24	LOOMIS SAYLES FDS I BOND FD RETAIL	UNSOLICITED	(1,533.742)	14.67		22,500.00
8/23	8/24	LORD ABBET INVT TR TOTAL RETURN A	UNSOLICITED	(1,193.756)	10.89		13,000.00
8/23	8/24	GATEWAY TRUST FUND	UNSOLICITED	(182.415)	27.41		5,000.00
8/23	8/24	T ROWE PRICE INTERNATIONAL FUNDS INC NEW ASIA FUND	UNSOLICITED	(321.750)	15.54		5,000.00

Total Sales **45,500.00**

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J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 29, 2012

00172 OPC 802 001 24212 - T 000206.00.0.50.00001.BERNSCT.20120829
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387



Confirmation

Sales

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Proceeds
8/29	8/30	THE ARBITRAGE FUND-R	UNSOLICITED	(2,466.900)	12.86		31,724.33
8/29	8/30	LORD ABBET INVT TR TOTAL RETURN A	UNSOLICITED	(5,451.590)	10.89		59,367.82

Total Sales **91,092.15**

Note: You may be charged a redemption fee if you choose to redeem or exchange shares of certain funds. For any applicable charges and fees, please consult the relevant prospectus.

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J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 24, 2012

00083 OPC 802 001 23712 - T 000113.00.0.50.00001.BERNSCT.20120824
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Sales

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Proceeds
8/23	8/24	HUSSMAN STRATEGIC GROWTH FUND	UNSOLICITED	(407.240)	11.05		4,500.00

Note: You may be charged a redemption fee if you choose to redeem or exchange shares of certain funds. For any applicable charges and fees, please consult the relevant prospectus.

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Your capacity was for your own account, unless you expressly specified otherwise to us, prior to the transaction, in writing, with sufficient information for us to rely upon the credit of another party or your credit in another capacity. We or our affiliates may participate or be financially interested in a primary or secondary distribution in the instrument (or related instruments) purchased from or sold to you. 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.

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 27, 2012

00156 OPC 802 001 24012 - T 000182.00.0.50.00001.BERNSCT.20120827
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Purchases

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Market Cost
8/23	8/24	LOOMIS SAYLES FDS I BOND FD RETAIL INCOME DIVIDEND @ 0.063 PER SHAR REINVESTED @ $14.67 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/24/12	UNSOLICITED	35.970	14.67		(527.68)

J.P.Morgan

TS004985

It is agreed between JPMorgan Chase Bank, N.A. (the "Bank") and the customer that this confirmation is being provided by the Bank on behalf of its affiliate, J.P. Morgan Securities LLC ("JPMS" or "us" or "we" or "our"), if JPMS acted as your agent in this transaction. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMS and the Bank. JPMS, the Bank and its affiliates may receive compensation from JPMorgan Funds for providing services. Other revenue sharing arrangements may exist between affiliates.

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. 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 deemed conclusive if not objected to, in writing, promptly after you receive your confirmation. Please review this confirmation carefully. If you disagree with the details of any transaction or find any error, you must immediately notify your J.P. Morgan representative in writing. We will not be liable for any losses that occur because of your failure to promptly notify us of any discrepancy or error. If any part of this agreement is held to be void or unenforceable, this shall not affect the validity or enforceability of the remaining parts of this agreement. We receive remuneration from affiliates for services rendered in connection with certain transactions. On written request we will furnish: the time of execution, name of other party, if applicable, and details of remuneration received from other persons when we act as agent for such other persons. JPMS has acted as your **agent** unless otherwise indicated. We may execute your transaction through an affiliated brokerage firm, which may have a long or short position in this security, and may have profited or lost in connection with this transaction.

The Securities Investor Protection Act of 1970, as amended, will not protect you with respect to a repurchase or other financing transaction hereunder. Shares of mutual funds sold, offered or recommended are not bank deposits and are not guaranteed by any bank, government entity or the FDIC, unless we disclose otherwise. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market mutual funds seek to maintain a stable net asset value ("NAV") of $1.00 per share, there is no assurance that they will continue to do so. We are a corporate entity separate from our affiliates and no activity or obligation of ours is guaranteed by or will be performed by any of our affiliates. An affiliate of ours may from time to time issue instruments underwritten, dealt in or placed by us, or may lend to an issuer of instruments underwritten/dealt in by us, and the offering document will disclose additional information on such loan. You agree that we may share credit and other information concerning you with our affiliates to the extent permitted by law.

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J.P.Morgan

9/14/2012

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

Account: W32635000

KRAFT FOODS INC CLASS A
KRAFT FOODS INC COM STK NPV CLS'A'
CUSIP: 50075N104

Notification of a Corporate Action

Your account reflects the associated position in the above security at our firm. Please note that we recently received notice that the aforementioned security has been associated to a corporate action with the following terms :

SPIN-OFF CONCURRENT WITH NAME CHANGE

HOLDERS WILL RECEIVE ONE SHARE OF KRAFT FOODS GROUP INCORPORATION, CUSIP: 50076Q106 FOR EVERY THREE SHARES OF KRAFT FOODS INCORPORATION CLASS A, CUSIP: 50075N104, HELD.

NAME CHANGE TO MONDELEZ INTERNATIONAL CORPORATION.

EX-DATE: 10/2/2012
RECORD DATE: 9/19/2012
PAYABLE DATE: 10/1/2012
DUE BILL REDEMPTION PERIOD: 9/20/2012 TO 10/4/2012

Quantity Held: 750

This notice is for informational purposes only. Any results of the corporate action will be posted to your account upon receipt.

The client is solely and exclusively responsible for knowing the rights and terms of all securities owned by the client, specifically including valuable rights that may expire unless the client take action. This includes, but is not limited to, warrants, stock rights, convertible securities, bonds, and securities subject to a tender or exchange offer. Accordingly, any oral or electronic information or interpretation provided by J.P. Morgan is subject to the written rights and terms as promulgated by the issuer or applicable law and regulation, and J.P. Morgan is not responsible for any discrepancies therewith.

J.P. Morgan is not obligated to take any action or render any advice with respect to the voting of proxies or other corporate actions related to securities owned by a client.

FOR ADDITIONAL INFORMATION CONTACT YOUR INVESTMENT EXECUTIVE

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

SIMON BERNSTEIN IRA R/O
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR
STE 3010
BOCA RATON FL 33487-1387

[redacted]

Processing Date	8/29/12
Account Number	242-08945 B4Q
Settlement Account	W32585

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
08/29/12	09/04/12	Sold	ISHARES TRUST RUSSELL 1000 VALUE INDEX FD AVG PRICE SHOWN-DETAILS ON REQ UNSOLICITED	IWD 464287598	550	70.56	Principal Comm/Comm Equiv Fee NET AMOUNT	38,808.00 100.00 0.87 38,707.13	DVP	8	P4599

TS004988

Important Notice Regarding the Availability of Information Statement Materials

KRAFT FOODS INC.

J.P.Morgan

P.O. BOX 6076
500 STANTON CHRISTIANA ROAD
NEWARK, DE 19714-6076

M49190

1 OF 4
67,798
33,811

M49190-P29428

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387



You are receiving this communication because you hold securities in the company listed above. It has released informational materials regarding its spin-off of its wholly owned subsidiary, Kraft Foods Group, Inc., or "Kraft Foods Group," that are now available for your review. **This notice provides instructions on how to access the KRAFT FOODS INC. materials for informational purposes only. It is not a form for voting and presents only an overview of the KRAFT FOODS INC. materials, which contain important information and are available, free of charge, on the Internet or by mail. We encourage you to access and review closely the KRAFT FOODS INC. materials.**

To effect the spin-off, KRAFT FOODS INC. will distribute all of the shares of Kraft Foods Group common stock on a pro rata basis to the holders of KRAFT FOODS INC. common stock. Immediately following the distribution, which will be effective as of 5:00 p.m., New York City time, on October 1, 2012, Kraft Foods Group will be an independent, publicly traded company. KRAFT FOODS INC. is not soliciting proxy or consent authority from shareholders in connection with the spin-off.

The KRAFT FOODS INC. materials consist of the Information Statement that Kraft Foods Group has prepared in connection with the spin-off. You may view the KRAFT FOODS INC. materials online at *www.materialnotice.com* and easily request a paper or e-mail copy (see reverse side). Please make your request for a paper copy on or before September 27, 2012 to facilitate timely delivery.

Unless you advised otherwise, if you and other residents at your mailing address share the same last name and also own shares of KRAFT FOODS INC. common stock in an account at the same broker, bank or other nominee, your nominee delivered a single Notice or Information Statement to your address. A shareholder who received a single Notice or Information Statement to a shared address may request a separate copy of the Notice or Information Statement be sent to him or her by contacting Broadridge Financial Solutions, Inc. in writing to its Householding Department at 51 Mercedes Way, Edgewood, New York, 11717, or calling 1-800-542-1061. Beneficial owners sharing an address who would like to receive additional (or fewer) copies of these materials in the future should contact their broker, bank or other nominee to make this request.

See the reverse side for instructions on how to access materials.

P29428-010
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67,798
1 OF 4

TS004989

How to Access the Materials

Materials Available to VIEW or RECEIVE:
Information Statement

How to View Online:
Have the information that is printed in the box marked by the arrow → XXXX XXXX XXXX (located on the following page) and visit: *www.materialnotice.com*.

How to Request and Receive a PAPER or E-MAIL Copy:
If you want to receive a paper or e-mail copy of these materials, you must request one. There is NO charge for requesting a copy. Please choose one of the following methods to make your request:

1) *BY INTERNET*: www.*materialnotice*.com
2) *BY TELEPHONE*: 1-800-579-1639
3) *BY E-MAIL**: sendmaterial@*materialnotice*.com

* If requesting materials by e-mail, please send a blank e-mail with the information that is printed in the box marked by the arrow → XXXX XXXX XXXX (located on the following page) in the subject line.

Requests, instructions and other inquiries sent to this e-mail address will NOT be forwarded to your investment advisor.

M49191-P29428

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2 OF 4

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THIS NOTICE WILL ENABLE YOU TO ACCESS MATERIALS FOR INFORMATIONAL PURPOSES ONLY

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P29428-010

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

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67,799
3 OF 4

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JP Morgan-5000
Bernstein Family Investments LLLP

TS004993

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000

September 5, 2012

01154 OPC 802 001 24912 - T 0001371.00.0.50.00001.BERNSCW.20120905
BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Purchases

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Market Cost
8/31	8/31	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y INCOME DIVIDEND @ 0.049 PER SHAR REINVESTED @ $10.07 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/31/12	UNSOLICITED	20.626	10.07		(207.70)
8/31	8/31	WELLS FARGO FDS TR INTRMDT TXFR A INCOME DIVIDEND @ 0.028 PER SHAR REINVESTED @ $11.66 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/31/12	UNSOLICITED	31.474	11.66		(366.99)
Total Purchases							**(574.69)**

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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. 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 deemed conclusive if not objected to, in writing, promptly after you receive your confirmation. Please review this confirmation carefully. If you disagree with the details of any transaction or find any error, you must immediately notify your J.P. Morgan representative in writing. We will not be liable for any losses that occur because of your failure to promptly notify us of any discrepancy or error. If any part of this agreement is held to be void or unenforceable, this shall not affect the validity or enforceability of the remaining parts of this agreement. We receive remuneration from affiliates for services rendered in connection with certain transactions. On written request we will furnish: the time of execution, name of other party, if applicable, and details of remuneration received from other persons when we act as agent for such other persons. JPMS has acted as your agent unless otherwise indicated. We may execute your transaction through an affiliated brokerage firm, which may have a long or short position in this security, and may have profited or lost in connection with this transaction.

The Securities Investor Protection Act of 1970, as amended, will not protect you with respect to a repurchase or other financing transaction hereunder. Shares of mutual funds sold, offered or recommended are not bank deposits and are not guaranteed by any bank, government entity or the FDIC, unless we disclose otherwise. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market mutual funds seek to maintain a stable net asset value ("NAV") of $1.00 per share, there is no assurance that they will continue to do so. We are a corporate entity separate from our affiliates and no activity or obligation of ours is guaranteed by or will be performed by any of our affiliates. An affiliate of ours may from time to time issue instruments underwritten, dealt in or placed by us, or may lend to an issuer of instruments underwritten/dealt in by us, and the offering document will disclose additional information on such loan. You agree that we may share credit and other information concerning you with our affiliates to the extent permitted by law.

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J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000

September 4, 2012

06581 OPC 802 001 24812 - T 0007853.00.0.50.00001.BERNSCW.20120904
BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Purchases

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Market Cost
8/31	9/4	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 INCOME DIVIDEND @ 0.035 PER SHAR REINVESTED J.P.MORGAN SECURITIES LLC AS AGENT	UNSOLICITED	8.856			(99.36)
	9/4	JPM STR INC OPP FD FUND 3844 REINVESTED @ 11.67 PER SHARE	UNSOLICITED	6.813	11.67		(79.51)
Total Purchases							**(178.87)**

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JP Morgan 4353
Estate of Shirley Bernstein

TS004998

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000877214353
For the Period 8/1/12 to 8/31/12

00000282 DPB 021 161 24512 NNNNNNNNNNN T 1 000000000 60 0000
ESTATE OF SHIRLEY BERNSTEIN
SIMON BERNSTEIN, PERS REP
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		0.00
Ending Balance	0	$0.00

Please note this account had no activity during this statement period. The date of last activity for this account was 09/12/11.

TS004996

24552150390010028201

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- 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.
- 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 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 your 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 the 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. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

Fidelity 1022

TS005001

Fidelity INVESTMENTS

Investment Report

August 1, 2012 - August 31, 2012

Online	Fidelity.com
FAST(sm)-Automated Telephone	800-544-5555

00012163 01 AV 0.350 23012163 **Envelope 235210547**

SIMON BERNSTEIN
SHIRLEY BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Fidelity Account[sm] Y03-091022 SIMON BERNSTEIN AND SHIRLEY BERNSTEIN - WITH RIGHTS OF SURVIVORSHIP

Account Summary

Beginning value as of Aug 1	$0.05
Change in investment value	0.00
Ending value as of Aug 31	**$0.05**
Account trades from Sep 2011 - Aug 2012	0

Holdings (Symbol) as of August 31, 2012

	Performance August 31, 2012	Quantity August 31, 2012	Price per Unit August 31, 2012	Total Value August 1, 2012	Total Value August 31, 2012
Core Account *100% of holdings*					
FIDELITY MUNICIPAL MONEY MARKET (FTEXX)	*7-day yield: 0.01%*	0.050	$1.000	$0.05	$0.05

Core Account - *Fidelity Municipal Money Market*

Description	Amount	Balance
Beginning		**$0.05**

Description	Amount	Balance
Ending		**$0.05**

Information About Your Fidelity Statement

For TDD Service for the Hearing-Impaired, call 800-544-0118, 9 am - 9 pm ET, 7 days a week.
Lost or Stolen Cards For 24 Hour worldwide customer service, call 800-529-2164 for American Express or 800-323-5353 for VISA ® Gold Check Card.

Additional Investments with Fidelity Make checks payable to Fidelity Investments and include your account number. For retirement and health savings accounts (HSA), designate in the memo field whether your contribution is for the current or prior year. Mail to: Fidelity Investments, P.O.Box 770001, Cincinnati, OH 45277-0003.

Income Summary Shows income by tax status for the statement and year-to-date periods. Except for interest income earned on, or distributed by, tax-exempt securities, Fidelity reports dividends and capital gains held in taxable accounts as taxable income. A portion of income reported as tax-exempt income may be subject to alternative minimum taxes and/or state and local taxes. In Traditional IRAs, Rollover IRAs, SEP-IRAs, SIMPLE IRAs and Keoghs, earnings are reported as tax-deferred income. In Roth IRAs and HSAs, earnings are reported as tax-exempt income as they may be federally tax-exempt if certain conditions are met.

Change in Investment Value The appreciation or depreciation of your holdings due to price changes, plus any distributions and income earned during the statement period, less any transaction costs, sales charges, or fees.

Cost Basis, Gain/Loss, and Holding Period Information Cost basis is the original amount paid to purchase a security, including the amount of reinvested dividends and capital gains. Generally, we adjust cost basis for events such as returns of capital (including dividend reclassifications) and disallowed losses on wash sales on identical securities within the same account. NFS is required to report certain cost basis and holding period information to the IRS on Form 1099-B. However, cost basis, realized gain and loss, and holding period information may not reflect adjustments required for your tax reporting purposes. Fidelity and NFS specifically disclaim any liability arising out of a customer's use of, or any tax position taken in reliance upon, such information. Unless otherwise specified, NFS determines cost basis at the time of sale using its default methods of average cost for open-end mutual funds (except ETFs) and first-in, first-out (FIFO) for all other securities (including ETFs and shares held in dividend reinvestment plans). Customers should consult their tax advisors for further information.

Cost Fidelity provides purchase cost information for securities held in retirement and HSA accounts. Such information may be adjusted for certain transactions and does not reflect dividends or capital gains reinvestments. Fidelity reports transaction profit or loss information when securities are sold within a retirement or HSA account. Transaction profit or loss is calculated by subtracting purchase cost from sales proceeds using the FIFO method if shares were purchased at different times or prices.

Wash Sales If a wash sale occurs, the loss from the transaction is disallowed for federal income tax purposes but may be added to the cost basis of the newly-purchased shares. Fidelity adjusts the cost basis of newly-purchased shares when a wash sale occurs within an account as the result of an identical security purchase. Fidelity does not report disallowed losses or adjust cost basis related to wash sales triggered by sales and purchases of the same security *within different accounts* or by sales and purchases of "substantially identical" securities *within the same or different accounts.*

We deliver statements at least four times during the calendar year for any account with a balance. **Please review your statement and report any inaccuracies or discrepancies. Inquires, concerns or questions regarding your brokerage account or the activity therein should be directed to Fidelity Brokerage Services LLC (FBS) by calling 800-544-6666, and NFS, who carries your brokerage accounts, by calling 800-800-6890.** Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act ("SIPA"). Please advise us of material changes in your investment objectives or financial situation related to your brokerage account(s).

Information About Mutual Funds and Their Performance An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although the fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the fund. Before investing, consider the funds' investment objectives, risks, charges, and expenses. Contact Fidelity for a prospectus containing this information. Read it carefully. Performance data shown represents past performance and is no guarantee of future results. Investment return and principal value will fluctuate, so you may have a gain or loss when shares are sold. Current performance may be higher or lower than that quoted. Visit Fidelity.com/performance for most recent month-end performance.

Each fund reserves the right to terminate or modify its exchange privilege in the future. In addition to sales loads and 12b-1 fees described in the prospectus, FBS or NFS receives other compensation in connection with the purchase and/or the on-going maintenance of positions in certain mutual fund shares and other investment products in your brokerage account. This additional compensation may be paid by the mutual fund or other investment product, its investment advisor or one of its affiliates. Additional information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS or NFS will be furnished to you upon written request. At the time you purchase shares of a no-load fund, those shares will be assigned either a transaction fee (TF) or no transaction fee (NTF) status. When you subsequently sell those shares, any applicable fees will be assessed based on the status assigned to the shares at the time of purchase.

Additional Information About Your Brokerage Account, If Applicable

Customer Free Credit Balance You are entitled to free credit balances in your brokerage account, subject to open commitments of your cash accounts. Free credit balances are not segregated and may be used in NFS's business in accordance with federal securities law. There is no free credit balance in a retirement or HSA.

Assets Separate from Your Brokerage Account Only securities in the margin portion of your brokerage account contribute to margin and maintenance requirements. Other assets, which may be reported on your statement, including insurance products that are distributed by FBS and Fidelity Insurance Agency, Inc. and mutual fund only accounts held directly with the fund (Fidelity Mutual Fund Accounts) are not carried by NFS, not covered by the Securities Investor Protection Corporation (SIPC) and do not count toward your margin and maintenance requirements. Assets held by Portfolio Advisory Services (PAS) are carried by NFS and are covered by SIPC but do not contribute toward your margin and maintenance requirements.

Short Account Balances Securities sold short are held in a segregated short account. These securities are marked-to-market for margin purposes, and any increase or decrease from the previous week's value is transferred weekly to your margin account. Fidelity represents your short account balance as of the last weekly mark-to-market, not as of the statement end date.

Information About Your Option Transactions Each transaction confirmation previously delivered to you contains full information about commissions and other charges. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description is available upon request. Short positions in American-style options are liable for assignment anytime. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information about these, please call Fidelity at 800-544-6666.

Equity Dividend Reinvestment Shares credited to your account resulted from transactions by FBS acting as agent for your account, or the Depository Trust Company (DTC).

Price Information/Total Market Value The Total Market Value has been calculated out to 9 decimal places; however, the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency with which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. $1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect N/A or unavailable if the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. The sale or redemption of any fixed income security prior to maturity may result in a loss. Prices for Certificates of Deposit (CDs) on your statement are generally estimates and are not based on actual market prices. The secondary market for CDs is generally illiquid. You should always request a current valuation for your securities prior to making a financial decision or placing an order. In executing orders on the Floor of the NYSE, the Floor broker may permit the specialist to trade on parity with the order for some or all of the executions associated with filling that order, if such permission would not be inconsistent with the broker's best execution obligations. Individual securities trades placed for your Fidelity Personalized Portfolios account are completed on an agency basis by FBS.

("A") Alternative Investments - Investments such as direct participation program securities (e.g., partnerships, limited liability companies, and real estate investment trusts which are not listed on any exchange), commodity pools, private equity, private debt and hedge funds are generally illiquid investments and their current values may be different from the purchase price. Unless otherwise indicated, the values shown in this statement for such investments have been provided by the management, administrator or sponsor of each program or a third-party vendor without independent verification by FBS and represent their estimate of the value of the investor's participation in the program, as of a date no greater than 18 months from the date of this statement. Therefore, the estimated values shown herein may not necessarily reflect actual market values or be realized upon liquidation. If an estimated value is not provided, valuation information is not available.

Securities in accounts carried by NFS, a Fidelity Investments company, are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to $500,000 (including cash claims limited to $250,000). For details, including the SIPC brochure, please see www.sipc.org or call 1-202-371-8300. NFS has arranged for additional protection for cash and covered securities to supplement its SIPC coverage. Neither coverage protects against a decline in the market value of securities.

Fidelity Distributors Corporation (FDC) is the distributor for Fidelity Funds with marketing and shareholder services provided by FBS or NFS. **Brokerage services are provided by FBS, which clears all transactions through its affiliate, NFS. NFS carries all brokerage accounts. FBS and NFS are members of the NYSE and SIPC.** FBS, NFS, and FDC are direct or indirect subsidiaries of FMR LLC. Upon written request, Fidelity will mail an NFS financial statement, which is also available for inspection at its office. Fidelity Portfolio Advisory Service® and Fidelity® Strategic Disciplines are services of Strategic Advisers, Inc., a registered investment advisor and a Fidelity Investments company. Fidelity® Personalized Portfolios may be offered through the following Fidelity Investments Companies: Strategic Advisers, Inc., Fidelity Personal Trust Company, FSB ("FPT"), a federal savings bank, or Fidelity Management Trust Company ("FMTC"). Non-deposit investment products and trust services offered through FPT and FMTC and their affiliates are not insured or guaranteed by the FDIC or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal. These services provide discretionary money management for a fee. Fidelity Investments (with pyramid logo) is a trademark of FMR LLC. Insurance products are distributed by FBS, Fidelity Insurance Agency, Inc., and Fidelity Investments Insurance Agency of Texas, Inc. Mutual fund shares, other securities held in your account, and insurance products are neither deposits or obligations of, nor endorsed or guaranteed by, any bank or other depositing institution, nor are they federally insured by the FDIC or any other agency. If you request a reprint of your statement, the disclosure information may not be the same as the information originally provided. Written inquiries may be mailed to: Fidelity Investments, Client Services, P.O. Box 770001, Cincinnati, OH 45277-0045. To confirm that an authorized, direct deposit has been made to your Fidelity Account or Fidelity Mutual Fund Account, call Fidelity at 1-800-544-5555.

588130.5.0

1 OF 1 RECORD(S)

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Location Information

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

Latitude:	26.381471
Longitude:	-80.142624
MSA Number:	0000
MSA Description:	0

Address Variations - 1 records found

No.	Address
1.	2753 NW 34TH ST BOCA RATON, FL 33434-3459

APN(s) - 1 records found

No.	Number
1.	06-42-47-10-02-007-0680

Property Information - 2 records found

No. 1

Legal Description: BOCA MADERA UNIT 2 LT 68 BLK G
Land Usage: SFR
Tax Year: 2010
Data Source: A

Property Sale Information

Sale Date: 07/08/2008
Sale Price: $360,000

Mortgage Information

Lender: BERNSTEIN SIMON L
Loan Type: PRIVATE PARTY LENDER
Loan Amount: $365,000

Assessment Information

Assessed Total Value: $246,802

No. 2

Legal Description: BOCA MADERA UNIT 2 LT 68 BLK G
Tax Year: 2011
Data Source: B

Property Sale Information

Sale Date: 06/18/2008
Sale Price: $360,000

Mortgage Information

Lender: WALTER E SAHM
Loan Type: SELLER TAKE-BACK
Loan Amount: $110,000
Term Of Loan: 06/19/2011

Assessment Information

Assessed Total Value: $263,328

Neighbors - 7 records found

Neighbor Name	Neighbor Address	Neighbor Phone
DOERR JR, HUGH Y	2719 NW 34TH ST BOCA RATON, FL 33434-3459	None Listed
EGGENBERGER, JAMES I	2735 NW 34TH ST BOCA RATON, FL 33434-3459	None Listed
CHENERY, ROSEMARY	2769 NW 34TH ST BOCA RATON, FL 33434-3459	(561) 488-4727
AYMONIN, MARY J	2785 NW 34TH ST BOCA RATON, FL 33434-3459	(561) 852-1951
SKLAR, ERIC	2799 NW 34TH ST BOCA RATON, FL 33434-3459	None Listed
JOHNSON, PETER W	2813 NW 34TH ST BOCA RATON, FL 33434-3461	(561) 883-3911
BEHRENS, CA A	2823 NW 34TH ST BOCA RATON, FL 33434-3461	None Listed

Associated Entities - 17 records found

No. Current Owner(s)/Resident(s)

Current Resident(s):

1. BERNSTEIN, LLC
2. GLASSER, ROBERT A
3. SAHM, WALTER E
4. SAHM, WEBSTER E

Previous Owner(s):

5. GLASSER, ROBERT A
6. SAHM, PATRICIA
7. SAHM, WALTER E

Previous Residents(s):

8. BERNSTEIN, CANDICE MICHELLE
9. BERNSTEIN, ELIOT I
10. GLASSER, RUTH M
11. SAHM, JOANNA EILEEN
12. SAHM JR, PATRICIA ANNE
13. STEJSKAL, JOSEPH
14. WHAN JR, ALEXANDER ROBERT
15. WHAN, JOAN SULLIVAN

Other(s):

16. CARDINAL MANAGEMENT SERVICES, INC.
17. BERNSTEIN LLC

Source Information - 135 records found

All Sources	**135 Source Document(s)**
Business Finder	5 Source Document(s)
Deed Transfers	2 Source Document(s)
Driver Licenses	8 Source Document(s)
Historical Person Locator	38 Source Document(s)
Motor Vehicle Registrations	6 Source Document(s)
Person Locator 1	14 Source Document(s)
Person Locator 2	9 Source Document(s)
Person Locator 5	26 Source Document(s)
Person Locator 6	4 Source Document(s)
Tax Assessor Records	22 Source Document(s)
Utility Locator	1 Source Document(s)

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Your DPPA Permissible Use is: Debt Recovery/Fraud
Your GLBA Permissible Use is: Fraud Prevention or Detection

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Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

December 21, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

As you are aware, my firm represents Mr. and Mrs. Bernstein. We would appreciate receiving copies of the following information and documents in this matter:

1. A copy of Simon Bernstein's Trust and accounting;
2. A copy of Shirley Bernstein's Trust and accounting;
3. A copy of Bernstein Family LLC's Trust;
4. A copy of Bernstein Holdings and Family Corporation;
5. Objections to claims filed in Estate of Simon Bernstein;
6. Exempt Property Petition filed;
7. Personal Property Inventory for Estate of Simon and Shirley Bernstein;
8. Please provide a status of the ongoing litigation involving the Estate Substitution in Stanford -- Case status and attorney handling;
9. Limited Power of Appointment executed by Simon;
10. Inventory for Shirley Bernstein;
11. Inventory for Simon Bernstein; and
12. LIC Holdings corporate Documents;
13. Mortgage documents relating to Eliot's home, and documents pertaining to first mortgage;
14. Accounting of each child's Trust.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/iah
cc: Eliot Bernstein
Marc Garber

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

Fort Lauderdale • Tallahassee

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

December 21, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

As you are aware, my firm represents Mr. and Mrs. Bernstein. We would appreciate receiving copies of the following information and documents in this matter:

1. A copy of Simon Bernstein's Trust and accounting;
2. A copy of Shirley Bernstein's Trust and accounting;
3. A copy of Bernstein Family LLC's Trust;
4. A copy of Bernstein Holdings and Family Corporation;
5. Objections to claims filed in Estate of Simon Bernstein;
6. Exempt Property Petition filed;
7. Personal Property Inventory for Estate of Simon and Shirley Bernstein;
8. Please provide a status of the ongoing litigation involving the Estate Substitution in Stanford – Case status and attorney handling;
9. Limited Power of Appointment executed by Simon;
10. Inventory for Shirley Bernstein;
11. Inventory for Simon Bernstein; and
12. LIC Holdings corporate Documents;
13. Mortgage documents relating to Eliot's home, and documents pertaining to first mortgage;
14. Accounting of each child's Trust.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/iah
cc: Eliot Bernstein
Marc Garber

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
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Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

Fort Lauderdale • Tallahassee

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TESCHER & SPALLINA, P.A.

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4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 11, 2013

VIA FEDERAL EXPRESS
Christine P. Yates, Esq.
Tripp Scott
110 Southeast Sixth Street
Fifteenth Floor
Fort Lauderdale, FL 33301

Re: Estates of Shirley Bernstein and Simon L. Bernstein

Dear Ms. Yates:

In response to the items in your letter dated December 21, 2013, we are enclosing the following documents and responses:

1. Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012. We do not have an accounting for the trust at this time.
2. Shirley Bernstein Trust Agreement dated May 20, 2008 together with a copy of the First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008. We do not have an accounting for the trust at this time, however, it's primary assets are the two homes.
3. Operating Agreement for Bernstein Family Realty, LLC dated June 30, 2008.
4. Agreement of Limited Partnership of Bernstein Family Investments, LLLP dated May 20, 2008 and the Operating Agreement of Bernstein Holdings, LLC dated May 20, 2008.
5. We have not yet filed any objections to any claims filed in the Estate, but will be able to provide copies when we get to this point in the probate procedure.
6. There is no Exempt Property Petition filed in the Estate.
7. We are not in possession of personal property inventories for either Simon or Shirley.
8. As discussed previously.
9. The Limited Power of Appointment was exercised under Si's Will, a copy of which you already have.
10. A copy of the Inventory for the Estate of Shirley Bernstein.
11. We will provide you with a copy of the Inventory for the Estate of Simon Bernstein once it is complete.
12. We are not in possession of any documents related to LIC Holdings.
13. A copy of the recorded Second Mortgage for Eliot Bernstein's home, together with the Promissory Note in the amount of $365,000.00. Please note that Walter Sahm holds a

first position mortgage on the property, a copy of which we do not have, and is anxious about getting paid as a result of Si's death. Please call me to discuss this.

14. The children's trusts were never funded, other than the one (1%) percent interest in the general partner of the limited partnership for Eliot, Lisa and Jill.

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

Sincerely,

ROBERT L. SPALLINA

Enclosures



Shipment Receipt

Address Information

Ship to:	**Ship from:**
Christine P. Yates, Esq.	Kimberly Moran
Tripp Scott	TESCHER & SPALLINA
110 Southeast Sixth Street	4855 Technology Way
Fifteenth Floor	Suite 720
FORT LAUDERDALE, FL	BOCA RATON, FL
33301	33431
US	US
561-997-7008	5619977008

Shipment Information:
Tracking no.: 794499928820
Ship date: 01/11/2013
Estimated shipping charges: 14.05

Package Information
Service type: Standard Overnight
Package type: FedEx Pak
Number of packages: 1
Total weight: 2 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: Bersntein - 11180
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.

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 28 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 21 day of July, 2012:

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

Print Name: Kimberly Moran
Address: 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 _____

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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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 15 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 15 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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LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

of

BERNSTEIN FAMILY REALTY, LLC

a Florida limited liability company

OPERATING AGREEMENT OF

BERNSTEIN FAMILY REALTY, LLC

This Limited Liability Company Agreement (the "Agreement") is made and entered into as of the ____ day of June, 2008, by and among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"); STANFORD TRUST COMPANY, Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, STANFORD TRUST COMPANY, Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and STANFORD TRUST COMPANY, Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and any subsequent transferee as the Members ("Members"). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.

WITNESSETH:

WHEREAS, Articles of Organization for ***BERNSTEIN FAMILY REALTY, LLC*** (the "Company") were filed with the Florida Department of State on June 2, 2008.

WHEREAS, the Members desire to reduce their agreements to writing, to set forth the rights and obligations of the Members and the Manager.

NOW, THEREFORE, the Members and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings:

(a) "***Act***" shall mean the Florida Limited Liability Company Act at F.S § 608.401, *et seq* and all amendments to the Act.

(b) "***Articles of Organization***" shall mean the Articles of Organization of ***BERNSTEIN FAMILY REALTY, LLC,*** as filed with the Department of State of Florida on June 2, 2008, and as may be amended from time to time.

(c) "***Capital Contribution***" shall mean any contribution to the capital of the Company in cash or the fair market value of property by a Member whenever made, net of any liabilities secured by such contributed property.

(d) "***Capital Account***" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

(e) "***Code***" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "***Company***" shall refer to ***BERNSTEIN FAMILY REALTY, LLC***, a limited liability company formed under the laws of the State of Florida.

(g) "***Distributable Cash***" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(h) "***Entity***" shall mean any general partnership, limited liability partnership, limited partnership, limited liability limited partnerships, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(i) "***Gifting Member***" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(j) "***Initial Capital Contribution***" shall mean the initial contribution to the capital of the Company pursuant to this Agreement.

(k) ***"Interest"*** shall mean "Percentage Interest" unless otherwise specifically agreed or in the case of special allocations.

(l) "***Majority Interest***" shall mean the Interests of Members, which in the aggregate exceed 50% of all Interests.

(m) "***Manager***" shall mean one or more managers designated as such pursuant to this Agreement or by subsequent vote of the Members. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Any Person may be named a Manager pursuant to this Agreement

(n) "***Member***" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Transferee Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Transferee Interest, as the case may be.

(o) "***Membership Interest***" shall mean a Member's entire interest in the Company including such Member's Transferee Interest and, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act.

(p) "***Net Income***" and "***Net Losses***" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with sound accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(q) ***"Operating Agreement" (or "Agreement")*** shall mean this Operating Agreement of ***BERNSTEIN FAMILY REALTY, LLC,*** as originally executed and as amended from time to time.

(r) "***Percentage Interest***" shall mean, for any Member, the percentage interest that the Capital Account of the Member bears to the total Capital Accounts of all of the Members of the Company, as set forth at Section 9.1 herein, and Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(s) "***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(t) "***Reserves***" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(u) "***Selling Member***" shall mean any Member or Transferee which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Transferee Interest.

(v) "***Transferee***" shall be person who has not been admitted by the Company as a Member Partner, but, by virtue of a Transfer of an Interest in the Company to said person, said person is entitled to a pro rata share of one or more of the Company's items of income, losses, credits, and distributions of the Company's assets pursuant to this Agreement and the Act, but said person shall not have, and is not entitled to any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(w) "***Transferring Member***" shall collectively mean a Selling Member and a Gifting Member.

(x) "***Treasury Regulations***" shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE II

FORMATION OF COMPANY

2.1 ***Organization.***

BERNSTEIN FAMILY REALTY, LLC, has been organized as a Florida limited liability company by executing and delivering the Articles of Organization to the Florida Department of State in accordance with and pursuant to the Act.

2.2 ***Name.***

The name of the Company is ***BERNSTEIN FAMILY REALTY, LLC***, and all business of the Company shall be conducted under that name unless a majority of the Members agree to the filing and use of a fictitious name.

2.3 ***Principal Place of Business.***

The initial principal place of business of the Company shall be 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33431. The Company may locate its places of business and registered office at any other place or places as the Manager may deem advisable.

2.4 ***Registered Office and Registered Agent.***

The Company's initial registered office shall be at the office of its registered agent in Florida, and the name of its initial registered agent shall be Donald R. Tescher, 2101 Corporate Blvd., Suite 107, Boca Raton, Florida, 33431. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Florida Department of State pursuant to the Act.

2.5 ***Term.***

The term of the Company has filed Articles of Organization with the Florida Department of State, and shall have perpetual existence, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in management of investments, and closely-held business or real estate ventures, and such lawful activities as are reasonably necessary or useful to the furtherance of the forgoing purpose (the "Business").

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are listed on Exhibit A attached hereto and incorporated herein, as amended from time to time.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.1 ***Management.***

5.1.1 ***General.*** The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

5.1.2 ***Initial Managers/Designation of Managers/Voting.*** The Members agree that the initial Manager of the Company is SIMON BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company for so long as he is alive and not mentally disabled or incompetent. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager.

5.2 ***Certain Powers of Managers.***

Without limiting the generality of Section 5.01, the Manager (or, if more than one Manager, then the Managers) shall have power and authority, on behalf of the Company to do the following:

(a) To acquire or lease property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.3 ***Liability for Certain Acts.***

Each Manager shall perform his duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.

5.4 ***No Exclusive Duty to Company.***

A Member or Manager shall not be required to manage the Company as his or her sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.5 ***Bank Accounts.***

The Manager may from time to time open bank accounts in, the name of the Company, and the Manager shall be the sole signatory thereon, unless Members owning a Majority Interest determine otherwise.

5.6 ***Indemnity of the Managers, Employees and Other Agents.***

The Company shall, to the maximum extent permitted under the Act, indemnify and make advances for expenses to Managers, its employees, and other agents.

5.7 ***Resignation.***

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.8 ***Removal.***

A Manager shall not be subject to removal by vote of the Members except, if at all, pursuant to the provisions of this Agreement, as it may be amended by agreement of all of the Members.

5.9 ***Vacancies.***

To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.

5.10 ***Salaries.***

Each Manager shall receive annual compensation (the "Management Fee") if such compensation is agreed to by a majority of the Percentage Interest of the Members in writing, and and shall be entitled to reimbursement of reasonable and necessary expenses advanced on behalf of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 ***Limitation of Liability.***

Each Member's liability to the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

6.2 ***Company Liability.*** A Member will not be personally liable for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member, beyond his respective Capital Contributions or any obligation of the Member under Sections 8.1 and 8.2 hereunder, except as provided in Section 6.7 or as otherwise required by law.

6.3 ***List of Members.***

Upon the written request of any Member, the Managers shall provide a list showing all of the names, addresses and Membership Interests and Transferee Interests in the Company.

6.4 ***Approval of Sale of All Assets.*** The Managers shall have the right, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 ***Company Books.***

The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.9. Upon reasonable written request, each Member and Transferee shall have the right, at any time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's or Transferee's expense, the Company documents required to be maintained under Section 608.4101 of the Act, and such other documents which the Managers, in their reasonable discretion, deem appropriate.

6.6 ***Priority and Return of Capital.***

Except as may be expressly provided in Article IX, no Member or Transferee shall have priority over any other Member or Transferee, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.7 ***Liability of a Member to the Company.***

A Member who receives a distribution or return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VII

MEETINGS OF MANAGERS AND MEMBERS

7.1 ***Meetings.***

Meetings of the Managers, for any purpose or purposes, may be called by any Manager. Meetings of the Members for any purpose or purposes, may be called by any Members holding at least 51% of the Percentage Interests of the Members.

7.2 ***Place of Meetings.***

The Managers may designate any location within the U.S., either within or outside the State of Florida, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.3 ***Notice of Meetings.***

Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Member or Members calling the meeting, to each Member or Manager entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, certified mail return receipt requested, addressed to the Member or to the Manager at its address as it appears on the books of the Company, with postage therein prepaid. Notice may also be given by telegram, teletype or facsimile, or other form of electronic communication. Managers and Members may participate in and hold meetings whereby all conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by communications equipment shall constitute presence as the meeting, unless a Member or Manager is participating in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

7.4 ***Meeting of All Members and Meetings of All Managers.*** If all of the Members or all of the Managers shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.5 ***Record Date.***

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 ***Quorum.***

Members holding at least fifty percent (50%) of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members, and if there is more than one Manager then serving, then a majority of the number of the then-serving Managers shall constitute a quorum at a meeting of the Managers, who shall be represented in person, and shall constitute a quorum at any meeting.

7.7 ***Manner of Acting.***

If a quorum is present, the affirmative vote of a majority of all of the Members represented at the meeting, who must hold a majority Percentage Interest in the Company, shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.8 ***Proxies.***

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Managers shall not be able to vote by Proxies.

7.9 ***Action by Members Without a Meeting.***

Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

7.10 ***Waiver of Notice.***

When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 ***Members' Initial Capital Contributions.***

Each Member shall contribute such amount as is set forth on the books and records of the Company. No interest shall accrue on any Capital Contribution and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

8.2 ***Additional Contributions.***

A Member may, but shall not be obligated to, make such additional Capital Contributions as shall be determined by the Managers. Such additional Capital Contributions shall be reflected in the Account of the Contributing Member and shall not be a part of any other Member's Capital Account absent written agreement of the Members. After the making of any such determination, the Managers

shall give written notice to each Member of the amount of required additional contribution, if any, and each Member may deliver to the Company its pro rata share thereof (in proportion to the *respective* Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 8.2 is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

8.3 ***Capital Accounts.***

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or a Transferee Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the Transferee to the extent it relates to the transferred Membership Interest or Transferee Interest in accordance with Section 1.704-1(b) (2) (iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Agreement.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member or Transferee shall have any liability to restore all or any portion of a deficit balance in such Member's or Transferee's Capital Account.

8.4 ***Withdrawal or Reduction of Members' Contributions to Capital.***

(a) A Member or Transferee Interest Holder shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to

Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or Transferee Interest Holder, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

(c) Notwithstanding anything to the contrary in this Agreement, a Member may withdraw from the Company only at the time or upon the occurrence of an event specified in this Agreement or in the Articles of Organization. No such event is specified in either the Articles of Organization or in this Agreement at the date hereof. A Member which violates the withdrawal prohibition in this Section shall be liable for breach of this Agreement and shall become a Transferee. A withdrawing Member shall not have a right to receive the fair value of receive the withdrawing member's Interest in the Company as of the date of the resignation but rather, shall have only such rights as a Transferee would have to receive distributions as are made by the Company in the discretion of the Managers.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 ***Allocations of Income and Losses from Operations.***

The Net Income and Net Losses of the Company for each fiscal year, and each Member or Transferee's share of Cash Flow, will be allocated in accordance with the Percentage Interests schedule set forth in Exhibit A attached hereto, and, except as provided therein, the Percentage Interests of Members shall be proportionate to the amount of their Capital Accounts as determined hereinabove.

9.2 ***Special Tax Provisions As to Extraordinary Allocations, if Any, to Capital***

Allocations of Net Income and Net Losses other than those set forth above shall be made based upon the determinations of the tax accountants and attorneys employed by the Company, giving regard to the intention expressed hereinabove and otherwise herein, with respect to special or priority allocations if any, and with regard to federal partnership tax and capital accounting principles described in Section 8.3 hereinabove.

9.3 ***Distributions.***

Within the discretion of the Managers as to amounts, if any, and as to timing, the Managers may distribute Cash Flow to the Members, in accordance with their Percentage Interests .

9.4 ***Limitation upon Distributions.***

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either

(1) the Company would be insolvent; or

(2) the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution or return of contribution may be made under Section 9.4(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.5 ***Tax Accounting Principles.***

The income and losses of the Company shall be determined in accordance with sound tax accounting principles applied on a consistent basis using generally accepted tax accounting principles as applied consistent with the Code.

9.6 ***Interest on and Return of Capital Contributions.***

No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise provided in this Agreement.

9.7 ***Loans to Company.***

Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.

9.8 ***Accounting Period.***

The Company's accounting period shall be the calendar year ("Fiscal Year").

9.9 ***Records, Audits and Reports.***

At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Transferee setting forth the amount of cash each Member and Transferee has contributed, a description and statement of the agreed value of the other property or services, each Member and Transferee has contributed or has agreed to contribute in the future, and the date on which each became a Member or Transferee, and their respective Percentage Interest in the Company;

(b) A copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has be executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Agreement, all amendments thereto, and copies of any financial statements of the Company for the three most recent years;

(e) Notices of and minutes of every Member and Managers meeting,

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Agreement, a writing prepared by the Managers setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Transferee are to be made.

(2) Any right of a Member or Transferee to receive distributions of include a return on all or any part of the Member or Transferee's contributions.

(3) Any power of a Member or Transferee to grant the right to become an assignee of any part of the Member's or Transferee's interest, and the terms and condition of the power.

9.10 ***Returns and Other Elections.***

The Managers shall cause the preparation and timely filing of tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, and pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion. It is the intention of the Members that the Company shall be taxed as a "Partnership" for federal, state, and local income tax purposes.

9.11 ***Tax Matters Partner.***

SIMON BERNSTEIN is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense), either directly, or through accounting or tax representatives, in connection with all examinations for the Company's affairs by tax authorities, including, without limitation administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE X

TRANSFERABILITY

10.1 ***General.***

10.1.1. ***Transferees Not Members, Generally.*** Except as otherwise set forth in Section 10.1.2, or with the consent of all of the Members, neither a Member nor a Transferee shall have the right, as to all or any part of its Membership Interest or Transferee Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell" or, as context requires "selling"); or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (collectively, "gift").

Absent the written consent of all Members to the contrary or otherwise provided by law, the Interest of the Transferee shall be a Non-Voting Interest.

10.1.2 ***Transferees Who are Lineal Descendants of a Member.*** Any Transferees who are lineal descendants of both SHIRLEY BERNSTEIN and SIMON BERNSTEIN, either directly, or indirectly, as beneficiaries of a Trust, or other entity beneficially owned solely for or by that Member (including, but not limited to a revocable trust established by a Member for the sole lifetime benefit of the Member or the Member's descendants) shall be Members upon their written agreement to be bound by the terms of this Agreement and shall be subject to the voting agreements described in Article V, hereinabove.

10.2 ***Right of First Refusal.***

(a) If a Selling Member desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered; provided, however, the offer shall include a "tag along" or "take along" provision, pursuant to which, all Members have the right to sell a pro-rata portion (determined in accordance with the Percentage Interests of all of the Members) of their Interests to the third party. The Selling Member or Transferee shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Interest, furnishing to the remaining Members a copy of the written offer to purchase such Interest.

(b) Each of the remaining Members, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those remaining Members exercising their rights of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Interest proposed to be purchased by the third party and sold by the Selling Member and the "tag along Members"upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member and the "tag along Members", by certified mail or personal delivery, of the intention to do so within thirty (30) days after receiving written notice from the Selling Member. Subject to the following paragraph, the failure of the remaining Members to so notify the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of the right of the first refusal and the Selling Member and the "tag along Members" shall be entitled to consummate the sale of its Interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid thirty (30) day period. In the event the remaining

Members (or any one or more of the remaining Members) give written notice to the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal and to purchase all of the Interests of the Selling Member and the "tag along Members" offered upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal. In the event that two (2) or more Members give written notice of their desire to exercise their right of first refusal, absent an agreement between all the Members so exercising such right, each such Member exercising their right of first refusal shall be entitled to purchase that percentage of the selling Member's share according to the proportion that their Percentage Interests bears to the total Percentage Interests exercising such right of first refusal. The Members shall communicate with each other during the pendency of any offer made in accordance with the terms of this Section 10.2 in order to effectuate the intent of this Section.

(c) As a condition to the Company recognizing the effectiveness of either the sale or gift of an Interest in the Company (including, in both cases, a Transferee Interest), the remaining Members may require the Selling Member, Gifting Member and/or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members' may deem necessary or desirable to:

(1) verify the purchase, gift or transfer, as the case may be;

(2) confirm that the person desiring, to acquire an Interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Agreement (whether such Person is to be admitted as a new Member or as a Transferee);

(3) maintain the status of the Company as a partnership for federal tax purposes; and

(4) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Transferee Interest in compliance with this Article X shall be deemed effective upon the last day of the calendar month in which all the terms and conditions hereof relating thereto have been satisfied. The admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.3 ***Permitted Transfer to Descendants & Spouse/Mandatory Offer at Death.***

10.3.1 ***No Mandatory Offer At Death.*** If a Member's Interest is Transferred to a lineal descendant of the Member or Member's spouse, to a Trust or other entity beneficially owned solely for or by that Member, that Member's spouse, or the lineal descendant of that Member or Member's spouse, the Transferee shall not be required to sell or offer to sell his or her Interest, shall be eligible to become a Member pursuant to Sections 10.1.1 and 10.1.2 above, and shall be subject to the voting agreements described in Article V, above. If Members of the Company are trusts for the lifetime benefit of the lineal descendants of a Member either directly or indirectly, then the successors in interest to the Interests in the Company pursuant to the terms of such trusts shall be considered as Members hereof (regardless of indirect ownership as trust beneficiaries) as long as the beneficial interests are owned by the lineal descendants of the Member or their spouses, and said persons shall be subject to the voting agreements described in Article V, above.

10.3.2 ***Mandatory Offer At Death.*** Except with transfers described in 10.3.1., above, the death of any Member or Transferee who owns an Interest shall constitute an offer by the Member's Estate, Trust, or other legal successor in interest, to sell all of the Member's Interest to the Company (the "Offer") at its fair market value (determined as of the date of death). The Company shall have one hundred eighty (180) days in which to accept the Offer at an agreed price, which acceptance shall be made by delivery of written notice thereof to the legal representative of the estate of the Member or Transferee, by certified mail or personal delivery, within said one hundred eighty (180) day period. If the Company does not elect to purchase the Interest within said one hundred eighty (180) day period, the remaining Members shall have the right, but are not required to, purchase the remaining part, or all, as the case may be, of the Interest at its fair market value (as determined herein) determined as of the date of death, in proportion to their existing Interests. Such right to purchase shall be exercised by delivery of written notice thereof, by certified mail or personal delivery, during the thirty (30) days immediately after the one hundred eighty (180) day period (the "30 Day Period"). If any such Member does not desire to purchase his/her or its full proportionate part of the Interest offered for sale, but the remaining Members desire to purchase all of the Interest offered for sale, said Members shall then have the right to purchase said Interest proportionally in accordance with their respective Interests and the Members shall communicate with each other during the 30 Day Period in order to effectuate the intent of this Section 10.3. Except as provided in Section 10.1.2 and 10.1.3, to the extent that any part, or all, of an Interest is not purchased under the provisions of this Section 10.3, the deceased's Member's Interest shall become a Transferee's Interest, if not owned beneficially or directly by another Member hereof. The purchase price shall be as agreed by the parties, and, unless otherwise agreed, shall be paid in cash at the closing, which shall occur no later than thirty (30) days after the end of the 30 Day Period. For purposes of this Agreement, the "fair market value" of an Interest is equal to its Percentage Interest multiplied by the value of the Company (as agreed by the parties). If the value of the Company is not agreed to by the parties, then for purposes of this Agreement "fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts, based upon a reasonable appraisal procedure to determine the fair market value of the Company's assets. The appraisal procedure shall be agreed upon by the Member and Company. If the parties cannot agree to an appraisal procedure, then an MAI appraiser shall be selected by the Personal Representative of the deceased Member's estate, and if the Company does not agree as to that appraiser, then the Company shall select its own appraiser and each MAI appraiser then shall select a third MAI appraiser and the average of all three (3) appraisals shall be the fair market value of the Interest. As set

forth hereinabove, fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts.

10.4 ***Transferee Not Member in Absence of Unanimous Consent.***

(a) Except as provided in Section 10.1.2 and 10.1.3, if all of the remaining Members do not approve by unanimous written consent of the proposed, sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely a Transferee entitled solely to economic rights to profits, losses and distributions and shall have no voting rights under this Agreement or in matters relating to the Company and its business; provided, however, any sale of a Transferee's interest in the Company should be subject to Section 10.2. No transfer of a Member's Interest in the Company (including any transfer of the Transferee Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Interest in the Company which does not at the same time transfer the balance of the rights associated with the Transferee Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), all remaining rights and interest which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred Interest shall immediately lapse until the remaining Members, by unanimous written consent, reinstate such rights to the Transferee who did not previously obtain the unanimous written consent, reinstating such rights to a successor or transferee of such Transferee.

ARTICLE XI

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member in this Company for such consideration as the Members by their unanimous votes shall determine, subject to the terms and conditions of this Agreement. No new Members shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by the Company. The Manager(s) may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of income, loss, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 ***Dissolution.***

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written consent of all Members; or

(ii) the sale, transfer or assignment of substantially all of the assets of the Company; or

(iii) as otherwise required by law.

12.2 ***Winding Up, Liquidation and Distribution of Assets.***

(a) Upon dissolution, an accounting shall be made by the Company's independent accountant of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Member's and Transferees' Capital Accounts in accordance with Article IX hereof.

(3) Discharge all liabilities of the Company, including liabilities to Members and Transferees who are creditors, to the extent other-wise permitted by law, other than liabilities to Members and Transferees for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Transferees, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and

the Capital Accounts of the Members and Transferees shall be adjusted pursuant to the provisions of Article IX and Section 8.3 of this Agreement to reflect such deemed sale.

(ii) To the Members and Transferees, pro rata, in accordance with the positive balance (if any) of each Member's and Transferee's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during, which the liquidation occurs) shall be distributed to the Members and Transferee either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to Section 12.2(b)(i).

(iii) Thereafter, to the Members and Transferee's pro rata, in accordance with their respective Percentage Interests.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.3 ***Articles of Dissolution.***

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed among its members in accordance with their respective rights and interests, a Articles of Dissolution of the Company shall be filed with the Florida Department of State.

12.4 ***Effect of Filing Articles of Dissolution.***

Upon the filing of Articles of Dissolution with the Florida Department of State, and upon issuance of the Certificate of Dissolution by the Department of the State, the existence of the Company shall cease, except for the purpose of suits, of the proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.5 ***Return of Contribution Nonrecourse to Other Members.***

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member and Transferee shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members or Transferees, such Member(s) or Transferee(s) shall have no recourse against any other Member or Transferee, except as otherwise provided by law.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 ***Notices.***

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally or by express mail or courier service (with receipt acknowledged) to the party or to an executive officer of the party to whom the same is directed, if telecopied (with receipt acknowledged) to the party or an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid, if sent by mail or upon confirmation of receipt if delivered by telecopier, personal delivery or courier service.

13.2 ***Books of Account and Records.***

Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions relating. to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.9. The books and records shall at all times be maintained at the principal place of business of the Company. Additionally, the Managers shall promptly distribute to all Members, copies of the Company' financial statements on an annual basis.

13.3 ***Application of Florida Law.***

This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Florida, and specifically the Act.

13.4 ***Waiver of Action for Partition.***

Each Member and Transferee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.5 ***Amendments.***

This Agreement may not be amended except in writing by the affirmative vote of a majority of the Members of the Company which vote must include the affirmative vote of the Manager. Any amendment changing either the Percentage Interests of the Members or any provision within Article V requires the unanimous vote of the Members.

13.6 ***Execution of Additional Instruments.***

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with an laws, rules or regulations.

13.7 ***Construction.***

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 ***Headings.***

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof

13.9 ***Waivers.***

The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant of condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

13.10 ***Rights and Remedies Cumulative.***

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shah not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights that parties may have.

13.11 ***Severability.***

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 ***Heirs, Successors and Assigns.***

Each and all of the covenants, terms, provisions and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 ***Creditors.***

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.14 ***Counterparts.***

This Agreement may be executed in counterparts, each of shall be deemed an original but all of which shall constitute one and the same instrument.

13.15 ***Conflict of Interest Waiver.*** The Members and the Company acknowledge that the law firm of TESCHER & SPALLINA, P.A. has represented the Company in connection with the drafting of this Agreement and the formation and structuring of the Company, and that said law firm also represents one or more of the Managers and Trustees. The Company and its Members acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Member in the Company, that they fully understand the tax consequences and economic ramifications of a Member's investment in the Company, and that they have been encouraged to consult with separate and independent counsel to advise them on Company and Member issues including this Agreement and the formation of the Company. The Company and the Members hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Company and the afore described Members and owners of interests in entity Members, in connection with the services set forth in this Section.

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IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set forth below on the day and year first above written.

Witnesses:

COMPANY:

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

MEMBERS:

DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
LOUIS B. FOURNER, PRESIDENT
Name Title

JAKE BERNSTEIN IRREVOCABLE TRUST
dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____

LOUIS B. FOURNET, PRESIDENT
Name Title

Raven Bass
Elvira M. Lynch

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____

LOUIS B. FOURNET, President
Name Title

Raven Bass
Elvira M. Lynch

F:\WPDATA\drt\Bernstein, Shirley & Simon\Bernstein Family Realty, LLC\Bernstein Family Realty LLC Operating Agreement.wpd

BERNSTEIN FAMILY REALTY, LLC

OPERATING AGREEMENT

EXHIBIT A

Member(s)	Percentage Interest*	Capital Contributions
DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.34%	$33.34
JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33

The addresses of all of the Members is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487.

*proportionate to capital accounts of Members

AGREEMENT OF LIMITED PARTNERSHIP OF BERNSTEIN FAMILY INVESTMENTS, LLLP

AGREEMENT OF LIMITED PARTNERSHIP OF BERNSTEIN FAMILY INVESTMENTS, LLLP

This is an Agreement of Limited Partnership ("Agreement") dated this 20 day of May, 2008, by and between BERNSTEIN HOLDINGS, LLC, a Florida limited liability company (the "General Partner"); and SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008 and SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, together with any individual, partnership, corporation, trust, estate or other entity subsequently admitted as Limited Partners, referred to as the "Limited Partners," and individually as a "Limited Partner". The General Partner and the Limited Partners are herein sometimes referred to individually as a "Partner" and collectively as "Partners."

The parties agree as follows:

1. Formation. BERNSTEIN FAMILY INVESTMENTS, LLLP, a limited partnership under the Revised Uniform Limited Partnership Act of Florida ("Act"), became effective on February 15, 2008, the date of filing of the Certificate of Limited Partnership with the Florida Secretary of State by the General Partner. Except as otherwise provided in this Agreement, the Act shall govern the rights and liabilities of the Partners. The limited partnership has elected to be a Florida limited liability limited partnership.

2. Name. The name of the Partnership is BERNSTEIN FAMILY INVESTMENTS, LLLP. The General Partner may, in its discretion, change the name of the Partnership and adopt such trade or fictitious names as it may deem appropriate.

3. Definitions. In this Agreement, the following terms have the following meanings unless the context otherwise requires:

3.1 "Act" means the Revised Uniform Limited Partnership Act of Florida, as amended from time to time.

3.2 "Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

3.2.1 Credit to such Capital Account any amounts which such Partner is obligated to restore (pursuant to the terms of such Partner's promissory note or otherwise) or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

3.2.2 Debit to such Capital Account the items described in Sections 1.704--1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

3.3 "Aggregate Capital Contribution" means the net fair market value of all contributions made to the capital of the Partnership by a Partner pursuant to Section 7.

3.4 "Agreement" means this Agreement of Limited Partnership, as it may be amended from time to time.

3.5 "Capital Account" means, with respect to any Partner, the Capital Account maintained for such Partner in accordance with the following provisions:

3.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 9.3 or Section 9.4 hereof, and the amount of any Partnership liabilities assumed by such Partner or which are secured by any Partnership Property distributed to such Partner.

3.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Partnership Property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 9.3 or Section 9.4 hereof, and the amount of any liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

3.5.3 In the event all or a portion of an Interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

3.5.4 In determining the amount of any liability for purposes of Sections 3.5.1, and 3.5.2 hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Partnership, the General Partner, or Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to a Partner pursuant to Section 10.3 hereof upon the dissolution of the Partnership. The General Partner also

shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events (for example, the acquisition by the Partnership of oil or gas properties) might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

3.6 "Capital Contributions" means, with respect to a Partner, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Partnership Interest held by such Partner. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Partnership by the maker of the note (or a person related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Partner until the Partnership makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

3.7 "Certificate" means the certificate of limited partnership required by the Act to be filed with the Department of State of Florida, as it may be amended from time to time.

3.8 "Code" means the Internal Revenue Code of 1986, as amended, or subsequent revenue laws.

3.9 "Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

3.10 "Event of Withdrawal" means an event described as such in Fla.Stats.§620.1603, or successor provision thereto.

3.11 "Fiscal Year" means (i) the period commencing on the effective date of this Agreement and ending on the last day of the Partnership's taxable year, (ii) any subsequent twelve (12) month period commencing on day after the last day of the partnership's taxable year and ending on the last day of the partnership's taxable year, or (iii) any portion of the period described in clause (ii) for which the Partnership is required to allocate Profits, Losses, and other items of Partnership income, gain, loss, or deduction pursuant to Section 9 hereof.

3.12 "General Partner" means BERNSTEIN HOLDINGS, LLC, and its successors as provided herein.

3.13 "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

3.13.1 The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the General Partner, provided that, if the contributing Partner is a General Partner, the determination of the fair market value of a contributed asset shall be determined by appraisal;

3.13.2 The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional Interest in the Partnership by any new or existing Partner in exchange for more than a de *minimis* Capital Contribution; (b) the distribution by the Partnership to a General Partner or Partner of more than a *de minimis* amount of Partnership Property as consideration for an Interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g): provided, however, that the adjustments pursuant to clauses (a) and (b) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the General Partner and Partners in the Partnership;

3.13.3 The Gross Asset Value of any Partnership asset distributed to a Partner shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the General Partner, provided that, if the distributee is a General Partner, the determination of the fair market value of the distributed asset shall be determined by appraisal; and

3.13.4 The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Sections 3.26.6 and 9.3.7 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 3.13.4 to the extent the General Partner determiners that an adjustment pursuant to Section 3.13.2 hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 3.13.4.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 3.13.1, Section 3.13.2, or Section 3.13.4 hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

3.14 "Involuntary Transfer" means any involuntary sale, transfer, encumbrance or other disposition, by or in which any Partner or assignee of a Partnership Interest shall be deprived or divested of any right, title or interest in or to any Partnership Interest, or portion thereof, to any Person or governmental entity other than a Partner, including, without limitation, (i) any sale in connection with the execution of a judgment pursuant to court order, (ii) a transfer or sale in connection with a bankruptcy or a transfer or sale by a receiver, (iii) any transfer to a judgment creditor pursuant to court

order, (iv) any transfer in connection with a reorganization, insolvency or similar proceeding, (v) any transfer to a public officer or agency pursuant to any abandoned property or escheat law, or (vi) any transfer to the spouse or former spouse of a Partner or assignee of a Partnership Interest as the result of or incident to any dissolution of marriage, marital separation, or similar event (notwithstanding such transfer is pursuant to a marital or property settlement agreement).

3.15 "Limited Partners" means those Persons identified on the Signature Pages of this Agreement as limited partners and all other Persons who shall be admitted to the Partnership as Substitute Limited Partners as provided in this Agreement and no other Person.

3.16 "Net Cash From Operations" means the gross cash proceeds from Partnership operations (including sales and dispositions in the ordinary course of business) less the portion thereof used to pay or establish reserves for all Partnership expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the General Partner. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this Section 3.16 and Section 3.17 hereof. Net Cash from Operations shall include income-type items derived from Partnership investment assets (*e.g.*, dividends, interest, and partnership operating distributions).

3.17 "Net Cash From Sales or Refinancings" means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) and all refinancings of Property, from any insurance payments or damage recoveries, other than under policies commonly referred to as a rent insurance paid to the Partnership in respect of its capital assets, and from any exercise by a governmental authority of any right of eminent domain, condemnation or similar right or power with respect to the capital assets of the Partnership, less any portion thereof used to establish reserves, all as determined by the General Partner. "Net Cash From Sales or Refinancings" shall include all principal and interest payments with respect to any note or other obligation received by the Partnership in connection with sales and other dispositions (other than in the ordinary course of business) of Partnership Property.

3.18 "Partner Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

3.19 "Partner Nonrecourse Debt Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

3.20 "Partner Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

3.21 "Partners" means collectively the General Partner and all Limited Partners.

3.22 "Partnership" means BERNSTEIN FAMILY INVESTMENTS, LLLP.

3.23 "Partnership Interest" means a Partner's percentage interest in the profits, losses, and property of the Partnership, which percentage is to be determined in accordance with the relative contributions to the capital of the Partnership as made by the Partner and the other Partners from time to time.

3.24 "Partnership Minimum Gain" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d).

3.25 "Person" means an individual, corporation, partnership, association, trust, estate or any other entity.

3.26 "Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a)(for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

3.26.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this Section 3.26 shall be added to such taxable income or loss;

3.26.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 3.26 shall be subtracted from such taxable income or loss;

3.26.3 In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 3.13.2 or Section 3.13.3 hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

3.26.4 Gain or loss resulting from any disposition of Partnership Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

3.26.5 In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 3.9 hereof;

3.26.6 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv*)(m)(4)* to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Interest in the Partnership, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss

(if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses;

3.26.7 Notwithstanding any other provision of this Section 3.26, any items which are specially allocated pursuant to Section 9.3 or Section 9.4 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Sections 9.3 or Section 9.4 hereof shall be determined by applying rules analogous to those set forth in Sections 3.26.1 through 3.26.6 above.

3.27 "Property" means the property described in Exhibit "A", and such other property as the Partners shall agree to submit to Partnership ownership.

3.28 "Regulatory Allocations" has the meaning set forth in Section 9.4 hereof.

3.29 "Special Limited Partners" has the meaning set forth in Section 16.5.2.

3.30 "Substitute Limited Partners" means Persons who have acquired Partnership Interests from Limited Partners and who have been substituted for such Limited Partners as provided in this Agreement. Solely for purposes of determining those Persons who are entitled to distributions and allocations under Sections 9 and 10, "Substitute Limited Partners" means Persons who have acquired Partnership Interests from Limited Partners and Special Limited Partners and their assignees, whether or not such Persons have been substituted as provided herein.

3.31 "Transfer" means the mortgage, pledge, hypothecation, transfer, gift, bequest, sale, assignment or other disposition of any part or all or any Partnership Interest including a general partnership interest in the Partnership, whether voluntarily, by operation of law or otherwise.

4. Principal Place of Business and Recordkeeping Office and Agent for Service of Process. The principal place of business and recordkeeping of the Partnership is at BERNSTEIN FAMILY INVESTMENTS, LLLP, 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, or at such other location as the General Partner, in its discretion, may determine. DONALD R. TESCHER shall act as agent for service of process on the Partnership.

5. Term. The Partnership shall continue until December 31, 2058, unless sooner terminated as provided in Section 18.

6. Business and Purposes. The purpose and business of the Partnership shall be the ownership, investment, management and control of the Property and other investment properties (including, without limitation, investments in real property, loans, business enterprises, marketable securities, either directly or through interests in corporations, limited partnerships, limited liability companies, and other entities), to provide a means for the BERNSTEIN family to own investment property and preserve its assets, and

to conduct such other activities as may be necessary or appropriate to promote such business and purposes, it being agreed that each of the foregoing is an ordinary part of the Partnership's business. In addition to the foregoing, or as part thereof, the Partnership shall accomplish among other things the following: (a) maintain control over BERNSTEIN family assets contributed to it, (b) consolidate fractional interests in BERNSTEIN family assets, (c) seek to increase BERNSTEIN family wealth, (d) establish a method by which gifts can be made without fractionalizing BERNSTEIN family assets, (e) provide protection to BERNSTEIN family assets from future claims against members of the families, (f) facilitate the administration and reduce the costs associated with the disability or probate of the estate of members of the BERNSTEIN family, (g) provide a mechanism to resolve BERNSTEIN family disputes, and (h) if applicable, hold restricted securities until such securities become unrestricted and free of underwriting limitations of the Securities and Exchange Commission. The Partnership shall not engage in any other business without the prior consent of Limited Partners owning (in the aggregate) at least eighty (80%) percent of the limited partnership Interests owned by the Limited Partners.

7. Capital Contributions and Capital Accounts.

7.1 Contribution of General Partners. The General Partner shall, as soon as practicable after the execution of this Agreement, contribute to the Partnership the cash and property set forth on Schedule "A" attached hereto and made a part hereof. The value of said capital contribution shall be allocated to the capital account of the General Partner. In addition, the General Partner shall contribute its efforts as managing partner.

7.2 Contribution of Limited Partners. The Limited Partners shall contribute to the Partnership the cash and property set forth on Schedule "A" attached hereto and made a part hereof. The value of each such contribution shall be allocated to the respective capital accounts of the Limited Partners as reflected on Schedule "A."

7.3 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his capital account or to receive any distribution from the Partnership, and no Partner shall be required to make any additional capital contribution to the Partnership.

7.4 Partner's Loans. Loans by any Partner to the Partnership shall not be considered contributions to the capital of the Partnership and shall not increase the capital account of the lending Partner.

7.5 Interest on Capital Contribution. No interest shall be paid on any capital contributed to the Partnership.

8. Compensation and Expenses of General Partner.

8.1 Compensation and Reimbursement. The Partnership shall pay to the General Partner or its affiliates reasonable fees as compensation for services and reimbursement for sums advanced. The Partnership is authorized to enter into business agreements, contracts, and other transactions with the

General Partner or its affiliates and is authorized to pay fees, commissions or other consideration to the General Partner, or its affiliates on an arms length basis, including without limitation, real estate brokerage commissions, development fees, insurance premiums, rent, property management fees, leasing commissions and mortgage brokerage fees.

8.2 Expenses. The General Partner may charge the Partnership for any reasonable expenses actually incurred by it in connection with the Partnership's business and all allocable portions of expenses incurred in connection with both Partnership and other activities, such allocation to be determined on any equitable basis selected by the General Partner consistent with generally accepted accounting principles. Such expenses shall include, but are not limited to, payment of fees and expenses to attorneys, accountants, property managers and property management companies and other consultants.

9. Allocations of Profit and Loss, Cash Distributions.

9.1 Allocations of Profits. After giving effect to the special allocations set forth in Sections 9.3 and 9.4 hereof, Profits for any Fiscal Year shall be allocated in the following order and priority:

9.1.1 First, to the Partners in an amount equal and in proportion to the excess, if any, of the cumulative Losses allocated to the Partners pursuant to Section 9.2.2 hereof for the current and all prior Fiscal Years, reduced by the cumulative Profits allocated to the Partners pursuant to this Section 9.1.1 hereof for the current and all prior Fiscal Years;

9.1.2 The balance, if any, pro-rata to the Partners or in proportion to their Partnership Interests.

9.2 Allocation of Losses. After giving effect to the special allocations set forth in Sections 9.3 and 9.4, Losses for any Fiscal Year shall be allocated as set forth in Section 9.2.1 below, subject to the limitations in Section 9.2.2 below.

9.2.1 To the Partners in proportion to their Partnership Interests.

9.2.2 The Losses allocated pursuant to Section 9.2.1 hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Partner who is not a General Partner to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Partners who are not General Partners would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 9.2.1, the limitation set forth in this Section 9.2.2 shall be applied on a Partner by Partner basis so as to allocate the maximum permissible Losses to each Partner who is not a General Partner under Section 1.704-1(b)(2)(ii)(d) of the Regulations. All Losses in excess of the limitation previously set forth in this Section 9.2.2 shall be allocated to the General Partner.

9.3 Special Allocations. The following special allocations shall be made in the following order:

9.3.1 Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Section 9, if there is a net decrease in Partnership Minimum Gain during any Partnership Fiscal Year, each Partner shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 9.3.1 is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

9.3.2 Partner Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Section 9, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership Fiscal Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 9.3.2 is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

9.3.3 Qualified Income Offset. In the event any Partner who is not a General Partner unexpectedly receives any adjustments, allocations, or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), Regulations Section 1.7041(b)(2)(ii)(d)(5), or Regulations Section 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible, provided that an allocation pursuant to this Section 9.3.3 shall be made if and only to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 9 have been tentatively made as if this Section 9.3.3 were not in the Agreement.

9.3.4 Gross Income Allocation. In the event any Partner who is not a General Partner has a deficit Capital Account at the end of any Partnership Fiscal Year which is in excess of the sum of (i) the amount such Partner is obligated to restore (pursuant to the terms of such Partner's promissory note or otherwise), and (ii) the amount such Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 9.3.4 shall be made if and only to the extent

that such Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 9 have been tentatively made as if this Section 9.3.4 and Section 9.3.3 hereof were not in the Agreement.

9.3.5 Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Limited Partners.

9.3.6 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the General Partner or Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

9.3.7 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)*(m)(2)* or Regulations Section 1.704-1(b)(2)(iv)*(m)(4)*, to be taken into account in determining Capital Accounts as the result of a distribution to a General Partner or Partner in complete liquidation of his Interest in the Partnership, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the General Partner and the Partners in accordance with their Interests in the Partnership in the event that Regulations Section 1.704-1(b)(2)(iv)*(m)(2)* applies, or to the Partners to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)*(m)(4)* applies.

9.3.8 Allocations Relating to Taxable Issuance of Partnership Interests. Any income, gain, loss, or deduction realized as a direct or indirect result of the issuance of an Interest in the Partnership by the Partnership to a Partner (the "Issuance Items") shall be allocated among the Partners so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Partner, shall be equal to the net amount that would have been allocated to each such Partner if the Issuance Items had not been realized.

9.4 Curative Allocations. The allocations set forth in Sections 9.2.2, 9.3.1, 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6 and 9.3.7 hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss, or deduction pursuant to this Section 9.4. Therefore, notwithstanding any other provision of this Section 9 (other than the Regulatory Allocations), the General Partner shall make such offsetting special allocations of Partnership income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such General Partner or Partner would have had if the Regulatory Allocations were not part of the Agreement and all Partnership items were allocated pursuant to Sections 9.1, 9.2.1, 9.3.8, and 9.5. In exercising its discretion under this Section 9.4, the General Partner shall take into account future Regulatory Allocations under Sections 9.3.1 and 9.3.2 that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 9.3.5 and 9.3.6.

9.5 Other Allocation Rules.

9.5.1 Generally, unless otherwise explicitly provided, all Profits and Losses allocated to the Partners shall be allocated among them in proportion to the Partnership Interest held by each. In the event additional Limited Partners are admitted to the Partnership on different dates during any Fiscal Year, the Profits (or Losses) allocated to the Partners for each such Fiscal Year shall be allocated among the Partners in proportion to the Partnership Interest each holds from time to time during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the General Partner.

9.5.2 The Partners are aware of the income tax consequences of the allocations made by this Section 9 and hereby agree to be bound by the provisions of this Section 9 in reporting their shares of Partnership income and loss for income tax purposes.

9.5.3 Solely for purposes of determining a General Partner's or Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Regulations Section 1.752-3(a)(3), the Partner's Interests in Partnership profits are as follows: Limited Partners one hundred percent (100%) (in proportion to their Partnership Interests).

9.5.4 To the extent permitted by Sections 1.704-2(h)(3) of the Regulations, the General Partner shall endeavor to treat distributions of Net Cash From Operations or Net Cash From Sales or Refinancings as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Partner who is not a General Partner.

9.6 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the General Partner and Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 3.13.1 hereof). In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 3.13.2 hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 9.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

10. Distributions.

10.1 Net Cash From Operations. Except as otherwise provided in Section 10.3 hereof, Net Cash From Operations not needed in the General Partner's determination for the reasonable needs of the Partnership business, shall be distributed to the Partners in proportion to their respective Partnership Interests.

To the extent such cash is comprised in whole or in part of nonrental income-type items derived from Partnership passive investment assets (*e.g.*, dividends, interest, and partnership operating distributions), reinvestments of such proceeds in other investment assets shall constitute expenditures for the reasonable needs of the business in the determination of the General Partner.

10.2 Net Cash From Sales or Refinancings. Except as otherwise provided in Section 10.3 hereof, Net Cash From Sales or Refinancings not needed in the General Partner's determination for the reasonable needs of the Partnership business, shall be distributed in the following order and priority:

10.2.1 First, proportionally to the Partners until their aggregate Capital Account balances are reduced to zero; and

10.2.2 thereafter, to the Partners in proportion to their Partnership Interests.

To the extent such cash is comprised in whole or in part of cash from the sale of Partnership non-real property passive investment assets (*e.g.*, marketable securities), reinvestments of such proceeds in other investment assets shall constitute expenditures for the reasonable needs of the business in the determination of the General Partner.

10.3 Liquidating Distributions. Notwithstanding the distribution provisions, liquidating distributions of the partnership, including all distributions made pursuant to a liquidation described in Regulations Section 1.704-1(b)(2)(ii)*(g)*, shall be distributed as follows:

10.3.1 First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the General Partners;

10.3.2 Second, to the payment and discharge of all of the Partnership's debts and liabilities to General Partners; and

10.3.3 The balance, if any, proportionally to the Partners until their aggregate Capital Account balances are reduced to zero; and

10.3.4 thereafter, to the Partners in proportion to their Partnership Interests.

The foregoing liquidating distributions are intended to be made in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2) and subsequent to a revaluation of Partnership property and corresponding adjustment of Capital Accounts under Treas.Regs. §1.704-1(b)(2)(iv)(f). If any General Partner's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs), such General Partner

shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(3). If any Limited Partner who is not a General Partner has a deficit balance in his Capital Account (after giving effect to all contributions, distributions, and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs), such Limited Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever. In the discretion of the General Partner, a pro rata portion of the distributions that would otherwise be made to the General Partner and Limited Partners pursuant to this subsection may be (a) distributed to a trust established for the benefit of the General Partner and Limited Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and paying any contingent or unforseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the General Partner and Limited Partners from time to time, in the reasonable discretion of the General Partner, in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the General Partner and Limited Partners pursuant to this Subsection 10.3; or (b) withheld to provide a reasonable reserve for Partnership liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Partnership, provided that such withheld amounts shall be distributed to the Partners as soon as practicable.

10.4 Division Among Partners. Except as otherwise provided above, all distributions to the Partners pursuant to this Section 10 shall be divided among them in proportion to the Partnership Interest held by each.

10.5 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution, or allocation to the Partnership, the General Partner, or the Partners shall be treated as amounts distributed to the General Partner and the Partners pursuant to this Section 10 for all purposes under this Agreement. The General Partner is authorized to withhold from distributions, or with respect to allocations, to the General Partner and Partners and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, or local law and shall allocate such amounts to the General Partner and Partners with respect to which such amount was withheld.

10.6 Special Tax Elections. At the written request of any Partner the Partnership shall make an election pursuant to Section 754 of the Code upon a distribution of property described in Code Section 734 or a transfer described in Code Section 743 of a Partnership Interest in accordance with this Agreement. Each Partner shall, upon request, supply the General Partner with the information necessary to make such election.

10.7 General Elections and Limitations. The General Partner is authorized, in its sole discretion, to make any other elections required or permitted with respect to Federal or state taxes in any Partnership tax return; provided, however, no election shall be made by either the Partnership or the Partners to be excluded from the application of the provisions of Subchapter K, Chapter I of Subtitle A of the Code or from any similar provisions of any state tax laws.

10.8 Distribution in Kind. If any assets of the Partnership are distributed in kind, such assets shall be distributed to the Partners entitled to participate in the distribution as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions.

10.9 Rights of Partners to Property. No Partner shall have the right to withdraw or reduce his capital contribution to the Partnership except as a result of the dissolution of the Partnership or as otherwise provided by law. No Partner shall be entitled to demand and receive property other than cash in return for his capital contribution to the Partnership, and, to the maximum extent permissible under applicable law, each Partner hereby waives all right to partition the Partnership Property.

10.10 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contribution to the capital of the Partnership or as to compensation by way of income.

10.11 Minimum Interest of General Partner. Notwithstanding the allocations contained in these Sections 9 and 10, it is the intent of this Agreement that in no event shall the General Partner be allocated less than 1% of Profits, Losses, Net Cash from Operations or Net Cash From Sales or Refinancings allocated to the Partners.

11. Rights, Duties and Powers of the General Partner and Limited Partners.

11.1 Management. The General Partner shall be solely responsible for the management of and shall use its best efforts to manage and control the Partnership business with all rights and powers generally conferred by law or necessary, advisable or consistent with such responsibility.

11.2 Rights. In addition to any other rights and powers which it may possess, the General Partner shall have all specific rights and powers required or appropriate to the management of the Partnership business which, by way of illustration, but not by way of limitation, shall include the right and power:

11.2.1 To evaluate, select, negotiate for, acquire, purchase, operate, hold, trade, sell, exchange, convey or lease the Partnership Property, and any real property which is or may become a part of the Partnership property, as well as personal or other property connected with it, and except as may be limited by this Agreement to acquire or grant options for the purchase or sale of or sell the Partnership property from or to any Person, including, without limitation, the General Partner for such price, cash or otherwise, and upon such terms as the General Partner in its sole discretion deems to be in the best interests of the Partnership.

11.2.2 To manage, develop, improve, maintain and service Partnership properties; to form corporations or acquire shares of stock in corporations to carry out any of the purposes of the Partnership and to acquire title to property in the name of such corporations and to guarantee or otherwise secure the obligations of such corporations in furtherance of Partnership purposes.

11.2.3 To borrow and lend money and, if security is required for a borrowing, to mortgage or subject to any other security device any portion of the property of the Partnership, to execute replacements of any mortgage or other security device, and to prepay, in whole or in part, refinance, increase, modify and consolidate such indebtedness as determined in their discretion to be in the best interest of the Partnership.

11.2.4 To place of record, title to, or the right to use, Partnership assets in the name or names of a nominee or nominees, including, but not limited to, the General Partner, or a land trustee, for any purpose convenient or beneficial to the Partnership.

11.2.5 To acquire and to enter into any contract of liability and other insurance which the General Partner deems necessary and proper for the protection of the Partners and Partnership, for the conservation of its assets or for any purpose convenient or beneficial to the Partnership.

11.2.6 To employ from time to time persons, firms or corporations for the operation and management of the Partnership business, including, but not limited to, attorneys, accountants, advisors, administrators, property managers and personnel, managing and supervising agents, construction, maintenance and repair contractors, independent contractors furnishing full service components, architects, land planners, financial consultants, engineers, insurance brokers, real estate brokers and loan brokers on such terms and for such compensation as the General Partner may determine. The General Partner is hereby specifically authorized in its sole discretion to employ the General Partner as provided in, and subject to, the provisions of this Agreement. Compensation connected with any such employment shall be an expense of the Partnership.

11.2.7 To make elections under the tax laws of the United States or any state as to the treatment of Partnership income, gain, loss, deduction and credit, and as to all other relevant matters.

11.2.8 To determine the Profits, Losses, Net Cash from Operations and Net Cash From Sales or Refinancings of the Partnership for any period and from any transaction.

11.2.9 To transfer all or part of the real or personal property belonging to the Partnership to one or more general or limited partnerships or corporations in exchange for partnership interests or shares of stock which the Partnership may hold or distribute among the Partners in accordance with their respective Interests in the Partnership.

11.2.10 To perform any and all other acts or activities customary or incidental to the Partnership purposes and businesses.

11.2.11 Adjust Partner Capital Account balances to reflect a revaluation of Partnership property on the books of the Partnership in accordance with and as permitted by the provisions of Treas.Regs. §1.704-1(b)(2)(iv)(f).

11.3 Certain Limitations. The General Partner shall have all of the rights and powers and be subject to all of the restrictions and liabilities of a partner in a partnership without limited partners,

except that without the written consent of all of the Limited Partners as provided in this Agreement, or as otherwise provided by law, the General Partner shall not have authority to do any of the following:

11.3.1 Any act in contravention of the Certificate or this Agreement.

11.3.2 Confess a judgment against the Partnership.

11.3.3 Possess Partnership property, or assign the rights of the Partnership in specific Partnership property, for other than a Partnership purpose.

11.3.4 Admit a Person as a General Partner, except as otherwise provided in this Agreement.

11.3.5 Admit a Person as a Limited Partner, except as otherwise provided in this Agreement.

11.3.6 Require any Limited Partner to make any contribution to the capital of the Partnership not provided in Section 7.

11.4 Other Interests. Any of the Partners and any affiliates of the Partners, or any shareholder or any other Person holding a legal or beneficial interest in an entity which is a Partner or an affiliate of the General Partner, may engage in or possess an interest in other business ventures which may be competitive with the business of, or which may transact business with, the Partnership. Neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived from them.

11.5 Agreement Beyond the Partnership Term. Agreements entered into by the Partnership, including, but not limited to, security agreements, mortgages and leases, may extend for terms in excess of the term of the Partnership.

11.6 General Partner as Limited Partner. The General Partner or its affiliates may acquire and own Interests as Limited Partners, in addition to its Interest as General Partner. In addition, the General Partner may become a Limited Partner in accordance with the provisions of Section 16.5.2.

11.7 Time Devoted to Partnership Business. The General Partner shall devote only such time to the business of the Partnership as it, in its sole discretion, shall deem to be necessary to manage and supervise the Partnership business.

11.8 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the Aggregate Capital Contributions of the Limited Partners.

11.9 Exculpation and Indemnification of General Partner. No General Partner shall be liable, responsible or accountable in damages or otherwise to the Partnership or any other Partner for

any act performed or failure to act by it unless such act or failure to act is attributable to willful misconduct or gross negligence. The Partnership shall indemnify and hold harmless the General Partner from and against any and all loss, damage, liability, cost or expense, including reasonable attorneys' fees, arising out of any act or failure to act by the General Partner if such act or failure to act is in good faith within the scope of this Agreement and is not attributable to willful misconduct or gross negligence. The General Partner shall indemnify and hold harmless the Partnership and the Partners for any loss, damage, liability, cost or expense (including reasonable attorneys' fees) arising out of any act or failure to act by the General Partner, where such act or failure to act is attributable to willful misconduct or gross negligence.

11.10 Tax Matters Partner. BERNSTEIN HOLDINGS, LLC, shall be the Tax Matters Partner; provided, however, if it is no longer General Partner then it shall be a successor appointed by Limited Partners owning in the aggregate 51% of the Limited Partnership Interests. The Tax Matters Partner shall notify all Partners as to the beginning of any administrative proceedings at the Partnership level with respect to Partnership items and shall further notify the Partners as to any final Partnership administrative adjustment resulting from any such proceeding. The Tax Matters Partner shall be entitled to reimbursement for all costs and expenses incurred in connection with its services to the Partnership as Tax Matters Partner, and shall be indemnified and held harmless by the Partners with respect to such services, except with respect to willful misconduct or gross negligence.

11.11 Powers of Limited Partners. The Limited Partners shall take no part in or interfere in any manner with the conduct or control of the Partnership business and shall have no right or authority to act for or to bind the Partnership. The Partnership may engage Limited Partners or persons associated with them for specific purposes and may otherwise deal with such Limited Partners on terms and for compensation to be agreed upon by any such Limited Partner and the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

11.12 Liability of Limited Partners. A Limited Partner shall not be bound by, or personally liable for, any of the debts, contracts, liabilities, or other obligations of the Partnership or the General Partner, or for any losses of the Partnership in excess of their required capital contribution, and the liability of each Limited Partner shall be limited solely to the amount of his contribution to the capital of the Partnership required by the provisions of Section 7. Notwithstanding any of the foregoing to the contrary, and only to the extent otherwise required by applicable law, a Partner receiving a distribution in part or full return of his aggregate Capital Contribution shall be liable to the Partnership for any sum, not in excess of such amount returned plus interest, necessary to discharge the liabilities of the Partnership to creditors who extended credit or whose claims arose before such distribution, excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by the Partnership Property.

12. Loans to the Partnership. From time to time any Partner, including the General Partner, upon the request of the General Partner, may make optional loans to the Partnership or advance money on its

behalf. Such loans and advances may be in the form of direct loans, payment of sums payable by the Partnership, payments of guarantees of Partnership indebtedness or otherwise. Loans and advances under this Section shall be accounted for as loans and not as capital contributions to the Partnership. All sums loaned or advanced, together with interest on such sums, shall be deemed an obligation of indebtedness from the Partnership to the lending Partner, and such loan or advance shall bear interest at a reasonable rate agreed to by the Partnership and the lending Partner.

13. Books, Records, Reports, Bank Accounts and Tax Elections.

13.1 Books of Account. At all times during the existence of the Partnership, the General Partner shall keep, or cause to be kept, full and true books of account of the Partnership in accordance with generally accepted accounting principles. The books shall be maintained on such method of accounting, accrual or cash, as the General Partner determines in its discretion to be in the best interests of the Partnership. The books of the Partnership, together with a certified copy of the Certificate, shall be maintained at the principal place of business of the Partnership. During reasonable business hours the Limited Partners and their authorized representatives may inspect and copy the Partnership's books of account.

13.2 Financial Statements. At least annually, unaudited financial statements and an annual report of the business of the Partnership shall be prepared at the direction of the General Partner. If a Partner wishes to obtain an audited financial statement, he may cause it to be prepared, but he shall pay all fees and expenses for its preparation.

13.3 Tax Returns. In addition to the financial statement and annual report, the General Partner shall cause income tax returns for the Partnership to be prepared and filed with the appropriate authorities and the General Partner shall also cause such reports as may be required by regulatory agencies to be prepared, filed and distributed as required.

13.4 Dissemination. The General Partner shall distribute annual reports of the business of the Partnership, financial statements and income tax information to the Limited Partners as soon as is practicable after the close of each fiscal year of the Partnership.

13.5 Fiscal Year. The Partnership tax year shall be the calendar year, unless a General Partner elects another fiscal year and obtains the approval of the Internal Revenue Service to such year.

13.6 Bank Accounts. All funds of the Partnership shall be deposited in the Partnership name in such bank account or accounts as may be designated by the General Partner. Withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the General Partner may designate.

14. Transfer of Limited Partnership Interest.

14.1 Method of Transfer. No Transfer of all or part of a Limited Partner's Interest may be effected except as permitted in this Section 14, and then only if a counterpart of the instrument of Transfer, executed and acknowledged by the parties to the Transfer is delivered to the Partnership. A permitted Transfer shall be effective as of the date specified in the instruments of Transfer. This Partnership is formed by those who know and trust one another, who have surrendered certain management rights (in exchange for limited liability in the case of a Limited Partner), or who have assumed management responsibility and risk (in the case of a General Partner) based upon their relationship and trust. Capital is material to the business and investment objectives of the Partnership and its federal tax status. An unauthorized Transfer of a Limited Partner's Interest could create a substantial hardship to the Partnership, jeopardize its capital base, and adversely affect its tax structure. The restrictions on Transfers set forth in this Section are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Partnership's capital and its financial ability to continue.

14.2 Transfers by Limited Partners. Except as expressly provided herein, no Limited Partner may Transfer any part or all of his Interest. Notwithstanding the foregoing and without being subject to the right of first refusal provisions of Section 14.3, a Partner may Transfer all or any part of his Interest to (i) another Partner, (ii) a lineal descendant of both SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, (iii) a trust of which a majority in interest of the beneficiaries are Partners and/or lineal descendants of both SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN; or (iv) to another partnership or corporation provided that a majority of the voting stock of the corporation or the general partnership interest in the case of a limited partnership or the interest in capital in a general partnership are owned and controlled by SIMON L. BERNSTEIN and/or lineal descendants of SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN.

14.3 Right of First Refusal. Notwithstanding the above restrictions on Transfer of Interest, a Limited Partner may Transfer all or any part of his Interest, other than by gift or devise, pursuant to a Bona Fide offer as defined in Section 14.3.2, and in such instance the Partnership shall have a right of first refusal to purchase any Interest which any Limited Partner may wish to Transfer, on the terms and subject to the conditions set forth in Section 14.3.1 through 14.3.3:

14.3.1 In the event that any Limited Partner receives a Bona Fide Offer, as herein defined, from a third party (the "Proposed Assignee") to purchase all or any portion of his Interest and he is willing to accept such Bona Fide offer, that Limited Partner (the "Offeror-Limited Partner") shall promptly send written notice (the "Notice") to the General Partner, offering to sell his Interest to the Partnership at the same price and upon the same terms and conditions that are contained in the Bona Fide Offer. The Notice shall contain a true and complete copy of the Bona Fide Offer, the price, the portion of the Interest to be sold, and all terms and conditions and the name and addresses, both home and office, and businesses or other occupations of the Proposed Assignee.

14.3.2 As used in this Agreement, "Bona Fide Offer" means an offer in writing, signed by the Proposed Assignee, who must be a Person financially capable of carrying out the terms of the Bona Fide Offer, in a form legally enforceable against the Proposed Assignee.

14.3.3 Whenever an Offeror-Limited Partner gives the Partnership notice of a Bona Fide Offer to purchase his Interest, the following procedure shall be complied with:

14.3.3.1 For a period of ten days from its receipt of the Notice, the Partnership shall have the option to notify the Offeror-Limited Partner that it intends to purchase the Interest.

14.3.3.2 If the Partnership does not give the Offeror-Limited Partner notice within the prescribed time period that it will purchase the Interest covered by the Bona Fide Offer, the Offeror-Limited Partner shall have the right to accept the Bona Fide Offer and sell the Interest subject to the provisions and restrictions of this Agreement, but only in strict accordance with all of the terms of the Bona Fide Offer and only if the sale is fully consummated within 45 days after the mailing of the Notice. If the Interest is not sold to the Proposed Assignee pursuant to the Bona Fide Offer within that 45 day period, then, before disposing of the Interest the Offeror-Limited Partner shall again be obligated to reoffer the Interest to the Partnership pursuant to the terms of this Section.

14.3.3.3 If the Partnership exercises its option to purchase the Interest a closing shall be held within 15 days after the Partnership gives notice of its election to exercise the option to purchase. The closing shall be on the basis of the terms and other provisions of the Bona Fide Offer.

14.4 Rights of Transferees. No transferee of the Interest of any Limited Partner, including transferees described in Sections 14.2 or 14.3, shall have the right to become a Substitute Limited Partner, unless:

14.4.1 His transferor has stated such intention in the instrument of assignment.

14.4.2 The transferee has executed an instrument reasonably satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement.

14.4.3 The transferor or transferee pays to the Partnership any reasonable expenses in connection with the admission of the transferee as a Limited Partner.

14.4.4 The transferor and transferee furnish the Partnership with the transferee's tax identification number, sufficient information to determine the transferee's initial tax basis in the Interest transferred, and any other information reasonably necessary to permit the Partnership to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Partnership shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Partnership Interest (without regard to whether the transferee is admitted as a Substitute Limited Partner) until it has received such information.

14.4.5 In the case of an assignee or transferee who is not otherwise a Partner, the General Partner, in its sole, absolute and unfettered discretion, consents to such person becoming a

Substitute Limited Partner, including assignees of Partnership Interests whose interest arises by reason of the death of a Partner.

The assignor of a Limited Partnership Interest shall not act for or on behalf of the assignee of the Limited Partnership Interest who does not become a Substitute Limited Partner, and until an assignee of a Limited Partnership Interest is admitted as a Substitute Limited Partner, both the Partnership and the Partners shall be entitled, but not required, to treat the transferor of the Partnership Interest as the absolute owner thereof in all respects. An assignee of a Limited Partnership Interest who does not become a Substitute Limited Partner, unless otherwise a Partner, does not become a Partner and is not entitled to exercise the rights of a Partner.

14.5 General Partner's Acquisition of Limited Partner Interest. If a General Partner should acquire any Limited Partner Interest, that General Partner with respect to that Interest shall become a Limited Partner and enjoy all of the rights and be subject to all of the obligations and duties of a Limited Partner to the extent of such Interest.

14.6 Income/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee, upon the Transfer of an Interest the Profits and Losses attributable to the Interest transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of Transfer, and such allocation shall be based upon the number of days during the applicable fiscal year of the Partnership that the Interest transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. All distributions with respect to such Interest shall be made only to the holder of record of the Interest on the date of distribution.

15. Death, Incompetency, Bankruptcy or Dissolution of a Limited Partner.

15.1 Individual Limited Partner. Upon the death, adjudication of bankruptcy, insolvency or legal incompetency of an individual Limited Partner, his personal representative shall have all the rights of a Limited Partner for the purposes of settling or managing his estate and such power as the decedent, bankrupt or incompetent possessed to constitute a successor as an assignee of his Interest in the Partnership and to join with such assignee in making application to the General Partner to have such assignee become a Substitute Limited Partner.

15.2 Other Limited Partners. Upon the adjudication of bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Limited Partner not an individual, the authorized representative of such entity shall have all of the rights of a Limited Partner for the purpose of effecting the orderly winding up and dissolution of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of its Interest in the Partnership and to join with such assignee in making application to the General Partner to have such assignee become a Substitute Limited Partner.

16. Resignation, Removal and Election of a General Partner; Assignment; Transfer.

16.1 Substitution for a General Partner. The General Partner may not admit any Person as a substitute General Partner.

16.2 Resignation of a General Partner. A General Partner may resign as such by delivering thirty (30) days advance written notice of its resignation to all Partners.

16.3 Removal of a General Partner. A General Partner shall be removed and cease to be a General Partner of the Partnership:

16.3.1 If (a) the General Partner being removed is in default of a material provision of this Agreement and (b) has not cured such default within 30 days after written notice of such fact is given to the General Partner sought to be removed and to all other Partners by Limited Partners owning at least 75% of the Interests owned by the Limited Partners. Written notice pursuant to this section shall set forth the day upon which the removal is to become effective if the default is not cured. However, the removal of a General Partner shall not take effect unless and until that General Partner is released from all liability by all lenders who have made loans to the Partnership, including loans made to the General Partner, on behalf of the Partnership. Such release shall be evidenced by written instruments executed by the lenders and any releases of liability shall extend to such General Partner in his capacity as such and individually. The removal of a General Partner shall be effective on the later of the date set forth in the notice or the date of delivery of the releases to the General Partner.

16.3.2 The occurrence of an Event of Withdrawal.

16.4 Liability of General Partner After Resignation or Removal. If a General Partner resigns or is removed in accordance with the provisions of this Agreement, his liability as a General Partner shall cease upon resignation or removal as provided in the Act, and the Partnership shall promptly take all actions reasonably necessary under the Act to cause such cessation of liability. The Partnership shall indemnify the General Partner with respect to any such liability. However, claims, demands, liabilities, costs and damages held against or incurred by the General Partner in violation of the terms of this Agreement shall be held as an offset against the General Partner's Interest.

16.5 Interest of a General Partner After Resignation or Removal.

16.5.1 The resignation or removal of a General Partner shall not affect its rights as the owner of any Limited Partnership Interest.

16.5.2 Subject to the provisions of Section 16.5.3, upon the resignation or removal of a General Partner, the Interest which he had as a General Partner in Profits and Losses and distributions of Net Cash from Operations and Net Cash From Sales or Refinancings shall be retained by him and be converted into a "Special Limited Partner's" Interest and the Partnership shall take all actions necessary to admit such General Partner as a Special Limited Partner with respect to such converted Interest. Such conversion shall not, however, result in the General Partner becoming a Substituted Limited Partner with respect to such Interest. As a Special Limited Partner, the former General Partner shall be sent copies

TS005117

of all notices, reports and other information furnished to Limited Partners by the General Partner or the Partnership.

16.5.3 Upon the resignation or removal of:

16.5.3.1 A General Partner leaving the Partnership with one or more General Partners whose total Interest in the Profits and Losses of the Partnership would be less than 1%, the Interest of the resigned or removed General Partner in such portion of the Partnership's Profits and Losses which is necessary to bring the total Interest of the remaining General Partners in the Profits and Losses of the Partnership up to 1% shall be automatically transferred to the remaining General Partner without any payment.

16.5.3.2 One or more General Partners leaving the Partnership without a General Partner and the election of a successor General Partner pursuant to Section 16.6, the rights and interest in 1% of the Partnership's Profits and Losses of the last General Partner who has resigned or been removed, shall be sold to and purchased by his successor as of the date of such resignation or removal at such price as shall be agreed upon between them; provided, however, that if no such agreement is reached within 30 days of the election of a successor then such price shall be determined by arbitration in the State of Florida under the rules of the American Arbitration Association. Within 60 days after the determination of such price it shall be paid in cash together with interest at the then prevailing short-term applicable federal rate under Internal Revenue Code Section 1274. The cost of arbitration shall be paid equally by the successor and the departing General Partner. If any sums payable under this Section to the resigned or removed General Partner are not paid to him when due, then such sums shall be paid to him by the Partnership.

16.6 Election of a Substitute General Partner. If there is only one General Partner and he resigns, or is removed in accordance with this Agreement, and if, pursuant to Section 18.1.2, the Limited Partners unanimously elect to continue the business of the Partnership, then a substitute General Partner shall be elected by an Eighty (80%) percent vote of the Limited Partners, and he shall take all actions necessary to continue the business of the Partnership. Notwithstanding the foregoing, if in the written opinion of counsel for the Partnership it is more likely than not that all Limited Partners must agree on a substitute General Partner to avoid a dissolution under the Act, then in lieu of the foregoing Eighty (80%) percent vote, all Limited Partners shall agree to the election of each substitute General Partner. Such election shall be accomplished in the following manner: Any one or more of the Limited Partners shall, promptly after the election to continue, nominate a person or entity for election as the substitute General Partner. Such nominee shall not become the General Partner unless elected by a vote of Eighty (80%) percent (or, One Hundred (100%) percent, as provided above) of the Interests owned by the Limited Partners. In the event that such nominee is not elected, then any one or more of the Limited Partners shall as soon as practicable nominate another substitute General Partner and such procedure shall continue until a substitute General Partner is elected or the Partnership is dissolved pursuant to Section 18.1.

16.7 Transfer of Interest of a General Partner. No General Partner may transfer, assign, encumber or otherwise dispose of his Interest as a General Partner in the Partnership except as provided for in this Section 16. All General Partners' Interests in the Partnership pursuant to Section 9 transferred pursuant to Section 16, including for this purpose, but not limited to, conversions to a Special Limited Partner's Interest, are included in the allocations to and distributive shares of the Partners in Section 9 as a Partner's Interest and shall be allocated and distributed to the transferees of such Interest.

17. Involuntary Transfers of Partnership Interests. In the event of any Involuntary Transfer, which for this purpose shall include a charging order, by any Partner or assignee of any Partnership Interest, the following procedures shall apply:

17.1 The Partner or assignee deprived or divested of any Partnership Interest by the Involuntary Transfer (the "Transferor") promptly shall give written notice of such Involuntary Transfer in reasonable detail to the Partnership and all Partners other than the Transferor, and the Person(s) who take or propose to take any interest in such Partnership Interest (for purposes of this Section 17, such Person(s) are referred to hereinafter as the "Transferee" and such Partnership Interest referred to hereinafter as the "Subject Partnership Interest") as a result of such Involuntary Transfer shall hold such interest subject to the rights of the Partnership as set forth in this Section 17.

17.2 Upon receipt of the notice referred to in the preceding subparagraph or upon discovery by the General Partner of such Involuntary Transfer by the General Partner, the Partnership shall have the irrevocable option, exercisable at the sole discretion of the General Partner, but not the obligation, for a period of sixty (60) days following receipt of such notice or such discovery, to purchase all or any part of the Subject Partnership Interest, pursuant to the terms set forth in this Section 17. All exercises of such option shall be in writing, shall specify the portion of the Subject Partnership Interest to be purchased, and shall be effective upon receipt thereof by the Transferee.

17.3 The closing for any such sale of the Subject Partnership Interest to the Partnership shall be held at the offices of the Partnership no later than forty-five (45) days after the receipt by the Transferee of the notice exercising the Partnership's irrevocable option to purchase such Subject Partnership Interest. The purchase price of any Subject Partnership Interest purchased pursuant to this Section 17 shall be the fair market value of the Subject Partnership Interest, taking into account all potential discounts for lack of control, lack of marketability and other relevant valuation factors that would be applicable to a sale of the Subject Partnership Interest to a party unrelated and unaffiliated with any existing Partner or assignee, as determined by a reasonably qualified appraiser selected by the Partnership.

17.4 The valuation date for the determination of the purchase price shall be the first day of the month following the month in which notice is given pursuant to Section 17.2 above.

17.5 The purchase price shall be paid by the Partnership by making and delivering to the Transferor or the Transferee, as the case may be, of an unsecured ten (10) year nonrecourse promissory note. Interest on such note shall be payable at the long-term applicable federal rate under Internal

Revenue Code Section 1274. The first installment will be due and payable on the first day of the calendar year following the closing, and subsequent annual installments, with accrued interest, will be due and payable on the first day of each succeeding calendar year until the entire amount of the obligation is paid. The Partnership shall have the right to prepay all or any part of the note at any time without penalty.

17.6 If the Partnership does not exercise its option to purchase all or part of the Subject Partnership Interest under this Section 17, the remaining Partners within the same sixty day exercise period shall have the right but not the obligation to purchase as set forth in this Section 17 in proportion to their Partnership Interests in the manner so set forth. However, to the extent that one or more of the Partners declines to exercise such Partner's right, the remaining Partners shall be offered the right but not the obligation, on a pro-rata basis, to purchase the remaining portion of the Subject Partnership Interest. Such Partners may provide written notice of exercise prior to the expiration of the period notwithstanding that the Partnership may still exercise its option, and such notice may provide that the portion sought to be purchased is the maximum portion available to be purchased by such Partner, with such notice to be effective only if and to the extent that the Partnership does not preempt such Partner by exercising its option.

17.7 In the event the Partnership and the Partners do not purchase all of the Subject Partnership Interest involved in an Involuntary Transfer, the Transferee shall become an assignee of the Subject Partnership Interest, except as admitted as a Substitute Limited Partner in accordance with the terms of this Agreement, provided, however, if a third party obtains a charging order, its rights shall be limited accordingly.

17.8 For purposes of this Section 17, the term "Partner or Assignee" shall include the beneficiaries of a trust that is a Partner or assignee of a Partnership Interest, and the term "Partnership Interest" shall include the beneficial interests of the beneficiaries of a trust that is a Partner or assignee of a Partnership Interest.

17.9 Neither the Transferee of an Involuntary Transfer nor the Transferor will have the right to vote on Partnership matters during the period when the option to purchase granted under this Section 17 may be exercised nor during the period subsequent to exercise and prior to the closing thereunder, and in regard to such voting and any particular voting threshold percentages described in this Agreement such Partnership Interest shall be deemed not to exist.

18. Dissolution and Winding up of Partnership.

18.1 Dissolution of Partnership. The Partnership shall be dissolved upon the first to occur of any of the following events:

18.1.1 December 31, 2058.

18.1.2 The happening of an Event of Withdrawal of a General Partner authorized hereunder to carry on the business of the Partnership, unless

18.1.2.1 at the time there is at least one other General Partner authorized hereunder to carry on the business of the Partnership and such General Partner does carry on the business of the Partnership; or

18.1.2.2 within ninety (90) days of the Event of Withdrawal, (a) all of the then Partners agree in writing to continue the business of the Partnership and to elect one or more additional General Partners under the procedures of Section 16.6, and (b) one or more additional General Partners are elected under the procedures of Section 16.6.

18.1.3 The Partnership becoming insolvent or bankrupt.

18.1.4 The unanimous vote to dissolve of all Partners.

18.2 Winding Up of Partnership. Upon the dissolution of the Partnership pursuant to Section 18.1, the General Partner, or if there is no General Partner, a substitute General Partner elected by vote of 51% of the Interests owned by the Limited Partners, shall take full account of the Partnership's assets and liabilities and the assets shall be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds of such liquidation therefor shall be applied and distributed as provided in Section 10.3.

18.3 Survival of Obligations. Except as otherwise provided in this Agreement, no dissolution of the Partnership shall relieve, release or discharge any Partner or any of his successors, assigns, heirs or legal representatives, from any previous breach or default of, or any obligation previously incurred or accrued under, any provision of this Agreement, and any and all such liabilities, claims, demands or causes of action arising from any such breaches, defaults and obligations shall survive such dissolution and termination.

18.4 Termination. Upon compliance with Section 18.2, the General Partner shall file or cause to be filed a certificate of cancellation of the Certificate and the Partnership shall then be terminated.

19. Amendment of the Certificate and Agreement.

19.1 When Required. This Agreement and the Certificate shall be amended by the General Partner without any additional consent of the Limited Partners when required by law whenever:

19.1.1 There is a change in the name of the Partnership or the amount or character of the contribution of any Partner including, but not limited to, withdrawal or reduction, pursuant to this Agreement.

19.1.2 A person ceases to be, is substituted as, or becomes a General or Limited Partner.

19.1.3 There is a false or erroneous statement in the Certificate, provided the amendment does not adversely affect the interest of the Limited Partners and the General Partner has obtained an opinion of its counsel to that effect.

19.1.4 In the opinion of counsel for the Partnership, it is necessary or appropriate to satisfy a requirement of the Code with respect to partnerships, provided such amendments do not adversely affect the interests of the Limited Partners, and the General Partner has obtained an opinion of its counsel to that effect, and any amendment in this regard shall have retroactive effect to the date of this Agreement.

19.2 Limitation. Except as provided in Section 19.1, amendments shall only be made with the approval of Limited Partners as provided in Section 19.3. No amendment shall be made under Section 19 which would adversely affect the federal income tax treatment to be afforded Partners or adversely affect the liabilities of the Limited Partners or change the method of the allocation of Profits and Losses or preferences or distributive shares without full disclosure to the Partners and unless all of the Partners consent to such amendment.

19.3 Consent of Limited Partners. The General Partner shall obtain the written consent or approval or vote of Limited Partners owning in the aggregate at least Eighty (80%) percent of the Limited Partnership Interests with respect to any amendment other than an amendment allowed or permitted by Sections 19.1 and 19.2.

20. Conflict of Interest Waiver. The Partners and the Partnership acknowledge that the law firm of Tescher & Spallina, P.A. has represented the Partnership in connection with the drafting of this Agreement and the formation and structuring of the Partnership, and that said law firm also represents one or more of the Partners and owners of interests in entity Partners both in context of this Partnership and other matters (namely, SIMON L. BERNSTEIN, SHIRLEY BERNSTEIN, SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., and BERNSTEIN HOLDINGS, LLC). The Partnership and the Partners acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Partner in the Partnership, that they fully understand the tax consequences and economic ramifications of a Partner's investment in the Partnership, and that they have been encouraged to consult with separate and independent counsel to advise them on Partnership and Partner issues including this Agreement and the formation of the Partnership. The Partnership and the Partners hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Partnership and the afore described Partners and owners of interests in entity Partners, in connection with the services set forth in this Section.

21. Miscellaneous.

21.1 Notices. Any notices, payments, demand, offer or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered and given for all purposes (a) if the same is delivered personally, or (b) whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

21.1.1 If to a General Partner, at BERNSTEIN HOLDINGS, LLC, 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, or such other address as the General Partner may from time to time specify by written notice to the other Partners.

21.1.2 If to a Limited Partner, at BERNSTEIN FAMILY INVESTMENTS, LLLP, 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, or to such other address as such Partner may from time to time specify by written notice to the General Partner, which other address shall be noted by the General Partner on the records of the Partnership.

21.1.3 If to any other Person, at the address of such person as shown by the Partnership's records.

21.2 Captions. Captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

21.3 Severability. Every provision of this Agreement is severable. If any term or provision is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement or any other provision.

21.4 Right to Rely Upon the Authority of the General Partner. No person dealing with a General Partner shall be required to determine his authority to make any commitment or undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of his authority. In addition, no purchaser of any asset owned by the Partnership shall be required to determine the sole and exclusive authority of the General Partner to sign and deliver on behalf of the Partnership any such instrument of transfer, or to see to the application or distribution of revenues or proceeds paid or credited to the Partnership, unless such purchasers shall have received written notice from the Partnership affecting the same.

21.5 Litigation. The General Partner shall prosecute, defend and settle such actions at law or in equity as they may deem in their sole and absolute discretion to be necessary to enforce or protect the interest of the Partnership. The Partnership and the General Partner shall respond to any final decree, judgment or decision of a court of competent jurisdiction or board or authority having jurisdiction in the matter.

21.6 Applicable Law. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

21.7 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute but one Agreement.

21.8 Binding Effect. Each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

21.9 Right to Rely Upon Authority of Person Signing Agreement. In the event that a Limited Partner is an estate, a trust with or without disclosed beneficiaries, partnership, limited partnership, joint venture, corporation, or any entity other than a natural person, the Partnership and the General Partner shall (a) not be required to determine the authority of the Person signing this Agreement or any amendment to make any commitment or undertaking on behalf of such entity, nor to determine any fact or circumstance bearing upon the existence of his authority; (b) not be required to see to the application or distribution of revenues or proceeds paid or credited to the Person signing the Agreement or any amendment on behalf of such entity; (c) be entitled to rely upon the authority of the Person signing this Agreement or any amendment with respect to voting of the Partnership Interests of such entity and with respect to the giving of consent on behalf of such entity or any other Person in connection with any matter for which consent is permissible or required under this Agreement; and (d) be entitled to rely upon the authority of any general partner, joint venturer, co-or successor trustee or president, vice president, or other officer, as the case may be of any such entity the same as though such Person were the Person originally executing this Agreement or any amendment on behalf of such entity.

21.10 Rights of Nonrecourse Creditors. A creditor who makes a nonrecourse loan to the Partnership shall not have or acquire, at any time as a result of making any loan or advance, any direct or indirect interest in the profits, capital, or property of the Partnership other than, if applicable, as a secured creditor.

21.11 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

21.12 Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect thereto.

==========

IN WITNESS WHEREOF, this Agreement of Limited Partnership has been executed as of the date set forth in the preamble.

Witnessed by (as to all):

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

GENERAL PARTNER:

BERNSTEIN HOLDINGS, LLC, a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

LIMITED PARTNERS:

SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Trustee

SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By: _____
SHIRLEY BERNSTEIN, Trustee

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, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008, and as Manager of BERNSTEIN HOLDINGS, LLC.

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 _____

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

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008.

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\Bernstein Family Investments, LLLP\Bernstein Investments, LLLP Partnership Agreement.wpd

SCHEDULE "A"

Name:	% Interest	Cash
General Partner:		
BERNSTEIN HOLDINGS, LLC	1 %	$10.00
Limited Partners:		
SIMON L BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008	49.5 %	$495.00
SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008	49.5 %	$495.00

NOTE: The foregoing valuations and percentage interests are subject to adjustment based on variations in value of contributed property from the values scheduled here and the actual fair market value of such contributed property on the date of transfer to the Partnership.

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	$

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Reviewed October 1, 1998

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
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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
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Reviewed October 1, 1998

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

of

BERNSTEIN HOLDINGS, LLC

a Florida limited liability company

OPERATING AGREEMENT OF BERNSTEIN HOLDINGS, LLC

This Limited Liability Company Agreement (the "Agreement") is made and entered into as of the 20 day of May, 2008, by and among BERNSTEIN HOLDINGS, LLC (the "Company"); and SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT datedMay 20, 2008, SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees and ROBERT L. SPALLINA, Independent Trustee of the ELIOT BERNSTEIN FAMILY TRUST dated May 20, 2008, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees, and ROBERT L. SPALLINA, Independent Trustee of the JILL IANTONI FAMILY TRUST dated May 20, 2008, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees, and ROBERT L. SPALLINA, Independent Trustee of the LISA S. FRIEDSTEIN FAMILY TRUST dated May 20, 2008, and any subsequent transferee as the Members ("Members"). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.

WITNESSETH:

WHEREAS, Articles of Organization for ***BERNSTEIN HOLDINGS, LLC*** were filed with the Florida Department of State on February 6, 2008.

WHEREAS, the Members desire to reduce their agreements to writing, to set forth the rights and obligations of the Members and the Manager.

NOW, THEREFORE, the Members and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings:

(a) "***Act***" shall mean the Florida Limited Liability Company Act at F.S § 608.401, *et seq* and all amendments to the Act.

(b) "***Articles of Organization***" shall mean the Articles of Organization of ***BERNSTEIN HOLDINGS, LLC,*** as filed with the Department of State of Florida on February 6, 2008, and as may be amended from time to time.

(c) ***"Capital Contribution***" shall mean any contribution to the capital of the Company in cash or the fair market value of property by a Member whenever made, net of any liabilities secured by such contributed property.

(d) "***Capital Account***" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

(e) "***Code***" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "***Company***" shall refer to ***BERNSTEIN HOLDINGS, LLC***, a limited liability company formed under the laws of the State of Florida.

(g) "***Distributable Cash***" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(h) "***Entity***" shall mean any general partnership, limited liability partnership, limited partnership, limited liability limited partnerships, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(i) "***Gifting Member***" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(j) "***Initial Capital Contribution***" shall mean the initial contribution to the capital of the Company pursuant to this Agreement.

(k) ***"Interest"*** shall mean "Percentage Interest" unless otherwise specifically agreed or in the case of special allocations.

(l) "***Majority Interest***" shall mean the Interests of Members, which in the aggregate exceed 50% of all Interests.

(m) "***Manager***" shall mean one or more managers designated as such pursuant to this Agreement or by subsequent vote of the Members. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Any Person may be named a Manager pursuant to this Agreement

(n) "***Member***" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Transferee Interest, such Person shall

have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Transferee Interest, as the case may be.

(o) "***Membership Interest***" shall mean a Member's entire interest in the Company including such Member's Transferee Interest and, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act.

(p) "***Net Income***" and "***Net Losses***" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with sound accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(q) "***Operating Agreement" (or "Agreement")*** shall mean this Operating Agreement of ***BERNSTEIN HOLDINGS, LLC,*** as originally executed and as amended from time to time.

(r) "***Percentage Interest***" shall mean, for any Member, the percentage interest that the Capital Account of the Member bears to the total Capital Accounts of all of the Members of the Company, as set forth at Section 9.1 herein, and Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(s) "***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(t) "***Reserves***" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(u) "***Selling Member***" shall mean any Member or Transferee which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Transferee Interest.

(v) "***Transferee***" shall be person who has not been admitted by the Company as a Member Partner, but, by virtue of a Transfer of an Interest in the Company to said person, said person is entitled to a pro rata share of one or more of the Company's items of income, losses, credits, and distributions of the Company's assets pursuant to this Agreement and the Act, but said person shall not have, and is not entitled to any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(w) "***Transferring Member***" shall collectively mean a Selling Member and a Gifting Member.

(x) "***Treasury Regulations***" shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE II

FORMATION OF COMPANY

2.1 ***Organization.***

BERNSTEIN HOLDINGS, LLC, has been organized as a Florida limited liability company by executing and delivering the Articles of Organization to the Florida Department of State in accordance with and pursuant to the Act.

2.2 *Name.*

The name of the Company is ***BERNSTEIN HOLDINGS, LLC***, and all business of the Company shall be conducted under that name unless a majority of the Members agree to the filing and use of a fictitious name.

2.3 ***Principal Place of Business.***

The initial principal place of business of the Company shall be 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487. The Company may locate its places of business and registered office at any other place or places as the Manager may deem advisable.

2.4 ***Registered Office and Registered Agent.***

The Company's initial registered office shall be at the office of its registered agent in Florida, and the name of its initial registered agent shall be Donald R. Tescher, Esq. 2101 Corporate Blvd., Suite 107, Boca Raton, Florida, 33431. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Florida Department of State pursuant to the Act.

2.5 *Term.*

The term of the Company has filed Articles of Organization with the Florida Department of State, and shall have perpetual existence, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in management of investments, and closely-held business or real estate ventures, and such lawful activities as are reasonably necessary or useful to the furtherance of the forgoing purpose (the "Business").

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names of the Members are listed on Exhibit A attached hereto and incorporated herein, and the addresses of the members are 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, as amended from time to time.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.1 *Management.*

5.1.1 ***General.*** The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

5.1.2 ***Initial Managers/Designation of Managers/Voting.*** The Members agree that the initial Manager of the Company is SIMON L. BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company. In all events, an individual shall be a Manager only while she or he is a Member who owns voting Interests (and is not a mere Transferee), either directly or indirectly. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager.

5.2 *Certain Powers of Managers.*

Without limiting the generality of Section 5.01, the Manager (or, if more than one Manager, then the Managers) shall have power and authority, on behalf of the Company to do the following:

(a) To acquire or lease property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.3 ***Liability for Certain Acts.***

Each Manager shall perform his duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.

5.4 ***No Exclusive Duty to Company.***

A Member or Manager shall not be required to manage the Company as his or her sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this

Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.5 ***Bank Accounts.***

The Manager may from time to time open bank accounts in, the name of the Company, and the Manager shall be the sole signatory thereon, unless Members owning a Majority Interest determine otherwise.

5.6 ***Indemnity of the Managers, Employees and Other Agents.***

The Company shall, to the maximum extent permitted under the Act, indemnify and make advances for expenses to Managers, its employees, and other agents.

5.7 ***Resignation.***

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.8 ***Removal.***

A Manager shall not be subject to removal by vote of the Members except, if at all, pursuant to the provisions of this Agreement, as it may be amended by agreement of all of the Members.

5.9 *Vacancies.*

To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.

5.10 *Salaries.*

Each Manager shall receive annual compensation (the "Management Fee") if such compensation is agreed to by a majority of the Percentage Interest of the Members in writing, and and shall be entitled to reimbursement of reasonable and necessary expenses advanced on behalf of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 *Limitation of Liability.*

Each Member's liability to the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

6.2 ***Company Liability.*** A Member will not be personally liable for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member, beyond his respective Capital Contributions or any obligation of the Member under Sections 8.1 and 8.2 hereunder, except as provided in Section 6.7 or as otherwise required by law.

6.3 *List of Members.*

Upon the written request of any Member, the Managers shall provide a list showing all of the names, addresses and Membership Interests and Transferee Interests in the Company.

6.4 ***Approval of Sale of All Assets.*** The Managers shall have the right, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 *Company Books.*

The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.9. Upon reasonable written request, each Member and Transferee shall have the right, at any time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's or Transferee's expense, the Company documents required to be maintained under Section 608.4101 of the Act, and such other documents which the Managers, in their reasonable discretion, deem appropriate.

6.6 *Priority and Return of Capital.*

Except as may be expressly provided in Article IX, no Member or Transferee shall have priority over any other Member or Transferee, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.7 *Liability of a Member to the Company.*

A Member who receives a distribution or return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VII

MEETINGS OF MANAGERS AND MEMBERS

7.1 *Meetings.*

Meetings of the Managers, for any purpose or purposes, may be called by any Manager. Meetings of the Members for any purpose or purposes, may be called by any Members holding at least 51% of the Percentage Interests of the Members.

7.2 ***Place of Meetings.***

The Managers may designate any location within the U.S., either within or outside the State of Florida, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.3 ***Notice of Meetings.***

Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Member or Members calling the meeting, to each Member or Manager entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, certified mail return receipt requested, addressed to the Member or to the Manager at its address as it appears on the books of the Company, with postage therein prepaid. Notice may also be given by telegram, teletype or facsimile, or other form of electronic communication. Managers and Members may participate in and hold meetings whereby all conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by communications equipment shall constitute presence as the meeting, unless a Member or Manager is participating in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

7.4 ***Meeting of All Members and Meetings of All Managers.*** If all of the Members or all of the Managers shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.5 ***Record Date.***

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 ***Quorum.***

Members holding at least fifty percent (50%) of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members, and if there is more than one Manager then serving, then a majority of the number of the then-serving Managers shall constitute a

quorum at a meeting of the Managers, who shall be represented in person, and shall constitute a quorum at any meeting.

7.7 ***Manner of Acting.***

If a quorum is present, the affirmative vote of a majority of all of the Members represented at the meeting, who must hold a majority Percentage Interest in the Company, shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.8 ***Proxies.***

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Managers shall not be able to vote by Proxies.

7.9 ***Action by Members Without a Meeting.***

Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

7.10 ***Waiver of Notice.***

When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 ***Members' Initial Capital Contributions.***

Each Member shall contribute such amount as is set forth on the books and records of the Company. No interest shall accrue on any Capital Contribution and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

8.2 ***Additional Contributions.***

A Member may, but shall not be obligated to, make such additional Capital Contributions as shall be determined by the Managers. Such additional Capital Contributions shall be reflected in the Account of the Contributing Member and shall not be a part of any other Member's Capital Account absent written agreement of the Members. After the making of any such determination, the Managers shall give written notice to each Member of the amount of required additional contribution, if any, and each Member may deliver to the Company its pro rata share thereof (in proportion to the *respective* Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 8.2 is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

8.3 ***Capital Accounts.***

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or a Transferee Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the Transferee to the extent it relates to the transferred Membership Interest or Transferee Interest in accordance with Section 1.704-1(b) (2) (iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Agreement.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member or Transferee shall have any liability to restore all or any portion of a deficit balance in such Member's or Transferee's Capital Account.

8.4 *Withdrawal or Reduction of Members' Contributions to Capital.*

(a) A Member or Transferee Interest Holder shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or Transferee Interest Holder, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

(c) Notwithstanding anything to the contrary in this Agreement, a Member may withdraw from the Company only at the time or upon the occurrence of an event specified in this Agreement or in the Articles of Organization. No such event is specified in either the Articles of Organization or in this Agreement at the date hereof. A Member which violates the withdrawal prohibition in this Section shall be liable for breach of this Agreement and shall become a Transferee. A withdrawing Member shall not have a right to receive the fair value of receive the withdrawing member's Interest in the Company as of the date of the resignation but rather, shall have only such rights as a Transferee would have to receive distributions as are made by the Company in the discretion of the Managers.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 *Allocations of Income and Losses from Operations.*

The Net Income and Net Losses of the Company for each fiscal year, and each Member or Transferee's share of Cash Flow, will be allocated in accordance with the Percentage Interests schedule set forth in Exhibit A attached hereto, and, except as provided therein, the Percentage Interests of Members shall be proportionate to the amount of their Capital Accounts as determined hereinabove.

9.2 *Special Tax Provisions As to Extraordinary Allocations, if Any, to Capital*

Allocations of Net Income and Net Losses other than those set forth above shall be made based upon the determinations of the tax accountants and attorneys employed by the Company, giving regard to the intention expressed hereinabove and otherwise herein, with respect to special or priority allocations if any, and with regard to federal partnership tax and capital accounting principles described in Section 8.3 hereinabove.

9.3 *Distributions.*

Within the discretion of the Managers as to amounts, if any, and as to timing, the Managers may distribute Cash Flow to the Members, in accordance with their Percentage Interests .

9.4 ***Limitation upon Distributions.***

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either

(1) the Company would be insolvent; or

(2) the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution or return of contribution may be made under Section 9.4(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.5 ***Tax Accounting Principles.***

The income and losses of the Company shall be determined in accordance with sound tax accounting principles applied on a consistent basis using generally accepted tax accounting principles as applied consistent with the Code.

9.6 ***Interest on and Return of Capital Contributions.***

No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise provided in this Agreement.

9.7 ***Loans to Company.***

Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.

9.8 ***Accounting Period.***

The Company's accounting period shall be the calendar year ("Fiscal Year").

9.9 ***Records, Audits and Reports.***

At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Transferee setting forth the amount of cash each Member and Transferee has contributed, a description and statement of the agreed value of the other property or services, each Member and Transferee has contributed or has agreed to contribute in the future, and the date on which each became a Member or Transferee, and their respective Percentage Interest in the Company;

(b) A copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has be executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Agreement, all amendments thereto, and copies of any financial statements of the Company for the three most recent years;

(e) Notices of and minutes of every Member and Managers meeting,

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Agreement, a writing prepared by the Managers setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Transferee are to be made.

(2) Any right of a Member or Transferee to receive distributions of include a return on all or any part of the Member or Transferee's contributions.

(3) Any power of a Member or Transferee to grant the right to become an assignee of any part of the Member's or Transferee's interest, and the terms and condition of the power.

9.10 ***Returns and Other Elections.***

The Managers shall cause the preparation and timely filing of tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, and pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion. It is the intention of the Members that the Company shall be taxed as a "Partnership" for federal, state, and local income tax purposes.

9.11 ***Tax Matters Partner.***

SIMON L. BERNSTEIN is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense), either directly, or through accounting or tax representatives, in connection with all examinations for the Company's affairs by tax authorities, including, without limitation administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The

Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE X

TRANSFERABILITY

10.1 *General.*

10.1.1. ***Transferees Not Members, Generally.*** Except as otherwise set forth in Section 10.1.2, or with the consent of all of the Members, neither a Member nor a Transferee shall have the right, as to all or any part of its Membership Interest or Transferee Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell" or, as context requires "selling"); or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (collectively, "gift").

Absent the written consent of all Members to the contrary or otherwise provided by law, the Interest of the Transferee shall be a Non-Voting Interest.

10.1.2 ***Transferees Who are Lineal Descendants of a Member.*** Any Transferees who are lineal descendants of both SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, either directly, or indirectly, as beneficiaries of a Trust, or other entity beneficially owned solely for or by that Member (including, but not limited to a revocable trust established by a Member for the sole lifetime benefit of the Member or the Member's descendants) shall be Members upon their written agreement to be bound by the terms of this Agreement and shall be subject to the voting agreements described in Article V, hereinabove.

10.2 *Right of First Refusal.*

(a) If a Selling Member desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered; provided, however, the offer shall include a "tag along" or "take along" provision, pursuant to which, all Members have the right to sell a pro-rata portion (determined in accordance with the Percentage Interests of all of the Members) of their Interests to the third party. The Selling Member or Transferee shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Interest, furnishing to the remaining Members a copy of the written offer to purchase such Interest.

(b) Each of the remaining Members, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those remaining Members exercising their rights of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Interest proposed to be purchased by the third party and sold by the Selling Member and the "tag along Members"upon the same terms and conditions as stated in the aforesaid written offer to purchase

by giving written notification to the Selling Member and the "tag along Members", by certified mail or personal delivery, of the intention to do so within thirty (30) days after receiving written notice from the Selling Member. Subject to the following paragraph, the failure of the remaining Members to so notify the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of the right of the first refusal and the Selling Member and the "tag along Members" shall be entitled to consummate the sale of its Interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid thirty (30) day period. In the event the remaining Members (or any one or more of the remaining Members) give written notice to the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal and to purchase all of the Interests of the Selling Member and the "tag along Members" offered upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal. In the event that two (2) or more Members give written notice of their desire to exercise their right of first refusal, absent an agreement between all the Members so exercising such right, each such Member exercising their right of first refusal shall be entitled to purchase that percentage of the selling Member's share according to the proportion that their Percentage Interests bears to the total Percentage Interests exercising such right of first refusal. The Members shall communicate with each other during the pendency of any offer made in accordance with the terms of this Section 10.2 in order to effectuate the intent of this Section.

(c) As a condition to the Company recognizing the effectiveness of either the sale or gift of an Interest in the Company (including, in both cases, a Transferee Interest), the remaining Members may require the Selling Member, Gifting Member and/or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members' may deem necessary or desirable to:

(1) verify the purchase, gift or transfer, as the case may be;

(2) confirm that the person desiring, to acquire an Interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Agreement (whether such Person is to be admitted as a new Member or as a Transferee);

(3) maintain the status of the Company as a partnership for federal tax purposes; and

(4) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Transferee Interest in compliance with this Article X shall be deemed effective upon the last day of the calendar month in which all the terms and conditions hereof relating thereto have been satisfied. The admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in

which the remaining Members' consent thereto was given. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.3 ***Permitted Transfer to Descendants/Mandatory Offer at Death.***

10.3.1 ***No Mandatory Offer At Death***. If a Member's Interest is Transferred to a lineal descendant of the Member, to a Trust or other entity beneficially owned solely for or by that Member or the lineal descendant of that Member, the Transferee shall not be required to sell or offer to sell his or her Interest, shall be eligible to become a Member pursuant to Sections 10.1.1 and 10.1.2 above, and shall be subject to the voting agreements described in Article V, above. If Members of the Company are trusts for the lifetime benefit of the lineal descendants of a Member either directly or indirectly, then the successors in interest to the Interests in the Company pursuant to the terms of such trusts shall be considered as Members hereof (regardless of indirect ownership as trust beneficiaries) as long as the beneficial interests are owned by the lineal descendants of the Member, and said persons shall be subject to the voting agreements described in Article V, above.

10.3.2 ***Mandatory Offer At Death***. Except with transfers described in 10.3.1., above, the death of any Member or Transferee who owns an Interest shall constitute an offer by the Member's Estate, Trust, or other legal successor in interest, to sell all of the Member's Interest to the Company (the "Offer") at its fair market value (determined as of the date of death). The Company shall have one hundred eighty (180) days in which to accept the Offer at an agreed price, which acceptance shall be made by delivery of written notice thereof to the legal representative of the estate of the Member or Transferee, by certified mail or personal delivery, within said one hundred eighty (180) day period. If the Company does not elect to purchase the Interest within said one hundred eighty (180) day period, the remaining Members shall have the right, but are not required to, purchase the remaining part, or all, as the case may be, of the Interest at its fair market value (as determined herein) determined as of the date of death, in proportion to their existing Interests. Such right to purchase shall be exercised by delivery of written notice thereof, by certified mail or personal delivery, during the thirty (30) days immediately after the one hundred eighty (180) day period (the "30 Day Period"). If any such Member does not desire to purchase his/her or its full proportionate part of the Interest offered for sale, but the remaining Members desire to purchase all of the Interest offered for sale, said Members shall then have the right to purchase said Interest proportionally in accordance with their respective Interests and the Members shall communicate with each other during the 30 Day Period in order to effectuate the intent of this Section 10.3. Except as provided in Section 10.1.2 and 10.1.3, to the extent that any part, or all, of an Interest is not purchased under the provisions of this Section 10.3, the deceased's Member's Interest shall become a Transferee's Interest, if not owned beneficially or directly by another Member hereof. The purchase price shall be as agreed by the parties, and, unless otherwise agreed, shall be paid in cash at the closing, which shall occur no later than thirty (30) days after the end of the 30 Day Period. For purposes of this Agreement, the "fair market value" of an Interest is equal to its Percentage Interest multiplied by the value of the Company (as agreed by the parties). If the value of the Company is not agreed to by the parties, then for purposes of this Agreement "fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts, based upon a reasonable appraisal procedure to determine the fair market value of the Company's assets. The appraisal procedure shall be agreed upon by the Member and Company. If the