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 shall 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 Members (namely, SIMON L. BERNSTEIN, SHIRLEY BERNSTEIN, SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., and BERNSTEIN FAMILY INVESTMENTS, LLLP). 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.

==========

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below on the day and year first above written.

Witnesses:

_____

_____

MEMBERS:

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

ELIOT BERNSTEIN FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

JILL IANTONI FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

LISA S. FRIEDSTEIN FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

COMPANY:
BERNSTEIN HOLDINGS, LLC, a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

F:\WPDATA\drt\Bernstein, Shirley & Simon\Bernstein Family Investments, LLLP\Bernstein Holdings, LLC\Bernstein Holdings, LLC Operating Agreement.wpd

BERNSTEIN HOLDINGS, LLC
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

EXHIBIT A

Member(s)	Percentage Interest*	Capital Contributions
SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT u/t/d May 20, 2008	48.5%	$48.50
SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT u/t/d May 20, 2008	48.5%	$48.50
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the ELIOT BERNSTEIN Family Trust dated May 20, 2008	1%	$1.00
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the JILL IANTONI Family Trust dated May 20, 2008	1%	$1.00
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the LISA S. FRIEDSTEIN Family Trust dated May 20, 2008	1%	$1.00

*proportionate to capital accounts of Members

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXX SB

Deceased.

INVENTORY

The undersigned personal representative of the estate of SHIRLEY BERNSTEIN, deceased, who died on December 8, 2010, and whose social security number is XXX-XX-9749, submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-3.0100
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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
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

CFN 20080327651
OR BK 22841 PG 1818
RECORDED 09/04/2008 14:10:25
Palm Beach County, Florida
AMT 365,000.00
Deed Doc 1,277.50
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1818 - 1820; (3pgs)

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee"(which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

> Lot 68, Block G, BOCA MADERA 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.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property insured in a sum not less than the greater of (a) $365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of $365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered

in the presence of:

Jaclyn Johnson
(Print Name)

Juliana Goldman
(Print Name)

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

_____
Signature of Notary Public

_____
(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

PROMISSORY NOTE

$365,000.00

Effective as of July 1, 2008
Ashville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand ($365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Maker, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Ashville, North Carolina, effective as of the day and year first above written.

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

AFFIDAVIT OF OUT-OF STATE EXECUTION AND DELIVERY

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me this day personally appeared SIMON L. BERNSTEIN ("Affiant"), Manager of BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"), who being first duly sworn by me, deposes and says:

1. That Affiant is the Manager of the Company;

2. That on July 3, 2008, Affiant, on behalf of the Company, executed in the State of North Carolina that certain promissory note payable to SIMON L. BERNSTEIN in the original principal amount of Three Hundred Sixty Five Thousand ($365,000.00) Dollars (the "Promissory Note"); and

3. That Affiant delivered the Promissory Note directly to SIMON L. BERNSTEIN at Ashville, North Carolina for delivery and acceptance.

FURTHER AFFIANT SAYETH NOT.

SIMON L. BERNSTEIN

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager of the Company.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

[Seal with Commission Expiration Date]

Diana Banks

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

SIMON BERNSTEIN

2011

INCOME TAX RETURNS



CBIZ Goldstein Lewin

Opt-Out

My tax return preparer GERALD R. LEWIN *has informed me that the tax return preparer may be required to electronically file my 2011 individual income tax return* FORM 1040 *if the tax return preparer files it with the IRS on my behalf (e.g., submits it by mail to the IRS). I understand that electronic filing may provide a number of benefits to taxpayers, including an acknowledgement that the IRS received the returns, a reduced chance of errors in processing the returns, and faster refunds. I do not want to have my return electronically filed, and I choose to file my return on paper forms. I will mail or otherwise submit my paper return to the IRS myself. My preparer will not file or otherwise mail or submit my paper return to the IRS.*

Taxpayer's signature _____ *Date* 12/17/12

SIMON BERNSTEIN (DEC. 09/13/12)

Spouse's signature _____ *Date* _____

131161
01-25-12

2011 TAX RETURN FILING INSTRUCTIONS

U.S. INDIVIDUAL INCOME TAX RETURN

FOR THE YEAR ENDING

DECEMBER 31, 2011

Prepared for	SIMON BERNSTEIN ESTATE 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	CBIZ GOLDSTEIN LEWIN 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486
Amount of tax	Total tax $ 0 Less: payments and credits $ 360 Plus: interest and penalties $ 0 OVERPAYMENT $ 360
Overpayment	Miscellaneous Donations $ 0 Credited to your estimated tax $ 0 Refunded to you $ 360
Make check payable to	NOT APPLICABLE
Mail tax return and check (if applicable) to	DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CENTER AUSTIN, TX 73301-0002
Return must be mailed on or before	OCTOBER 15, 2012
Special Instructions	WE RECOMMEND USING A PRIVATE DELIVERY SERVICE TO FILE YOUR RETURN. THE INTERNAL REVENUE SERVICE HAS APPROVED THE FOLLOWING COMPANIES FOR THIS PURPOSE: DHL, FEDEX, AND UNITED PARCEL SERVICE (UPS). IF YOU CHOOSE THIS OPTION YOU MUST CONTACT ONE OF THESE COMPANIES AND REQUEST ADDITIONAL INSTRUCTIONS FOR SENDING YOUR RETURN TO THE AUSTIN SERVICE CENTER. THE RETURN SHOULD BE SIGNED AND DATED BY THE EXECUTOR OF THE ESTATE. PLEASE SIGN AND DATE THE ATTACHED OPT-OUT STATEMENT AND RETURN IT TO OUR OFFICE. DO NOT MAIL THE OPT-OUT STATEMENT WITH YOUR RETURN.

100081
05-01-11

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 F: 561.241.0071
www.cbizgl.com

OCTOBER 13, 2012

SIMON BERNSTEIN ESTATE
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2011 INCOME TAX RETURN, AS FOLLOWS...

2011 U.S. INDIVIDUAL INCOME TAX RETURN

PLEASE SIGN AND DATE THE ATTACHED OPT-OUT STATEMENT AND RETURN IT TO OUR OFFICE. DO NOT MAIL THE OPT-OUT STATEMENT WITH YOUR RETURN.

YOUR SHORT-TERM CAPITAL LOSS CARRYOVER TO SUBSEQUENT YEARS IS $140,495.

YOUR LONG-TERM CAPITAL LOSS CARRYOVER TO SUBSEQUENT YEARS IS $101,811.

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH POSSIBLE EXAMINATIONS.

PLEASE REVIEW THE RETURN FOR COMPLETENESS AND ACCURACY.

THE STATUS OF YOUR ESTIMATED TAX PAYMENTS SHOULD BE REVIEWED EACH QUARTER TO ASSURE AVOIDANCE OF PENALTIES.

WE HAVE ENCLOSED A MAILING ENVELOPE FOR YOUR CONVENIENCE IN FILING YOUR RETURN.

WE RECOMMEND THAT YOU USE CERTIFIED MAIL WITH POSTMARKED RECEIPTS FOR PROOF OF TIMELY FILING.

AS AN ALTERNATE FORM OF DELIVERY, YOU MAY USE A PRIVATE DELIVERY SERVICE TO FILE YOUR PAYMENT. THE INTERNAL REVENUE SERVICE HAS APPROVED THE FOLLOWING COMPANIES FOR THIS PURPOSE: DHL, FEDEX, AND UNITED PARCEL SERVICE (UPS). IF YOU CHOOSE THIS OPTION YOU MUST CONTACT ONE OF THESE COMPANIES AND REQUEST ADDITIONAL INSTRUCTIONS FOR SENDING YOUR RETURN TO THE

SERVICE CENTER.

EACH ORIGINAL RETURN SHOULD BE SIGNED, DATED AND FILED IN ACCORDANCE WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURNS.

VERY TRULY YOURS,

CBIZ GOLDSTEIN LEWIN



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Mailed 10/15/12

7010 1870 0001 8551 0848

Bernstein, Simon 2011 1040

Sent To: Dept of the Treasury
Street, Apt. No., or PO Box No.: Internal Revenue Svc Center
City, State, ZIP+4: Austin TX 73301-0002

PS Form 3800, August 2006 — See Reverse for Instructions

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
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OCTOBER 13, 2012

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VERY TRULY YOURS,

CBIZ GOLDSTEIN LEWIN

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FOR THE YEAR ENDING

DECEMBER 31, 2011

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Prepared by	CBIZ GOLDSTEIN LEWIN 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486
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100081
05-01-11

Opt-Out

My tax return preparer GERALD R. LEWIN *has informed me that the tax return preparer may be required to electronically file my 2011 individual income tax return* FORM 1040 *if the tax return preparer files it with the IRS on my behalf (e.g., submits it by mail to the IRS). I understand that electronic filing may provide a number of benefits to taxpayers, including an acknowledgement that the IRS received the returns, a reduced chance of errors in processing the returns, and faster refunds. I do not want to have my return electronically filed, and I choose to file my return on paper forms. I will mail or otherwise submit my paper return to the IRS myself. My preparer will not file or otherwise mail or submit my paper return to the IRS.*

Taxpayer's signature _____ *Date* _____

SIMON BERNSTEIN (DEC. 09/13/12)

Spouse's signature _____ *Date* _____

131161
01-25-12

DECEASED

Form **1040** EXTENSION GRANTED TO 10/15 **U.S. Individual Income Tax Return** **2011** OMB No. 1545-0074 | IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2011, or other tax year beginning , 2011, ending , 20 | See separate instructions.

Your first name and initial	Last name	Your social security number
SIMON	BERNSTEIN (DEC. 09/13/12)	371 32 5211
If a joint return, spouse's first name and initial	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. | Apt. no.
7020 LIONS HEAD LANE

▲ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below.
BOCA RATON, FL 33496

Foreign country name | Foreign province/county | Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund.
☐ You ☐ Spouse

Filing Status Check only one box.

1 [X] Single
2 [ ] Married filing jointly (even if only one had income)
3 [ ] Married filing separately. Enter spouse's SSN above and full name here. ▶
4 [ ] Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 [ ] Qualifying widow(er) with dependent child

Exemptions

6a [X] **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b [ ] **Spouse**
Boxes checked on 6a and 6b: 1

c **Dependents:**

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit

No. of children on 6c who:
● lived with you
● did not live with you due to divorce or separation (see instructions)
Dependents on 6c not entered above
Add numbers on lines above ▶: 1

If more than four dependents, see instructions and check here ▶ ☐

d Total number of exemptions claimed

Income Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	
8a	**Taxable** interest. Attach Schedule B if required		8a	58,450.
b	**Tax-exempt** interest. **Do not** include on line 8a	8b 25,620.		
9a	Ordinary dividends. Attach Schedule B if required		9a	18,347.
b	Qualified dividends	9b 13,292.		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	0.
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐			

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
0251894 01 AT 0.365 **AUTO T7 0 0506 33496- 8899- 01
SIMON L BERNSTEIN
GRP008533900
7020 LIONS HEAD LANE
BOCA RATON, FL 33496-5931

1 Gross distribution $ 3599.00 ✓	2a Taxable amount $ 3599.00		OMB No. 1545-0119 **2011** **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** $ 359.90 ✓		
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	10 Amount allocable to IRR within 5 years	11 1st year of desig. Roth contrib.
(800) 689-7937	$	
PAYER'S Federal ID #	**RECIPIENT'S ID #**	**Account Number (see instructions)**
01-0233346	XXX-XX-5211	GRP008533900

FORM 1099-R (keep for your records) Department of the Treasury - Internal Revenue Service

36	Add lines 23 through 35	36	
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶	37	69,583.

110001 11-07-11

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2011)

TS005176

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	69,583.
Standard Deduction for - • People who check any box on line 39a or 39b or who can be claimed as a dependent.	39a	Check if: [X] You were born before January 2, 1947, [ ] Blind. [ ] Spouse was born before January 2, 1947, [ ] Blind. Total boxes checked ▶ 39a 1		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b [ ]		
	40	**Itemized deductions** (from Schedule A) **or your standard deduction** (see left margin)	40	68,587.
	41	Subtract line 40 from line 38	41	996.
	42	**Exemptions.** Multiply $3,700 by the number on line 6d	42	3,700.
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0.
	44	Tax. Check if any from: a [ ] Form(s) 8814 b [ ] Form 4972 c [ ] 962 election	44	0.
	45	**Alternative minimum tax.** Attach Form 6251	45	0.
• All others: Single or Married filing separately, $5,800 Married filing jointly or Qualifying widow(er), $11,600 Head of household, $8,500	46	Add lines 44 and 45 ▶	46	0.
	47	Foreign tax credit. Attach Form 1116 if required		
	48	Credit for child and dependent care expenses. Attach Form 2441		
	49	Education credits from Form 8863, line 23		
	50	Retirement savings contributions credit. Attach Form 8880		
	51	Child tax credit (see instructions)		
	52	Residential energy credits. Attach Form 5695		
	53	Other credits from Form: a [ ] 3800 b [ ] 8801 c [ ]		
	54	Add lines 47 through 53. These are your **total credits**	54	
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	0.
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	
	57	Unreported social security and Medicare tax from Form: a [ ] 4137 b [ ] 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Other taxes. Enter code(s) from instructions	60	
	61	Add lines 55 through 60. This is your **total tax** ▶	61	0.
Payments	62	Federal income tax withheld from Forms W-2 and 1099	62	360.
If you have a qualifying child, attach Schedule EIC.	63	2011 estimated tax payments and amount applied from 2010 return	63	
	64a	**Earned income credit (EIC)**	64a	
	b	Nontaxable combat pay election 64b		
	65	Additional child tax credit. Attach Form 8812	65	
	66	American opportunity credit from Form 8863, line 14	66	
	67	First-time homebuyer credit from Form 5405, line 10	67	
	68	Amount paid with request for extension to file	68	
	69	Excess social security and tier 1 RRTA tax withheld	69	
	70	Credit for federal tax on fuels. Attach Form 4136	70	
	71	Credits from Form: a [ ] 2439 b [ ] 8839 c [ ] 8801 d [ ] 8885	71	
	72	Add lines 62, 63, 64a, and 65 through 71. These are your **total payments** ▶	72	360.
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you **overpaid**	73	360.
	74a	Amount of line 73 you want **refunded to you.** If Form 8888 is attached, check here ▶ [ ]	74a	360.
Direct deposit? See instructions.	b	Routing number ▶ c Type: [ ] Checking [ ] Savings ▶ d Account number		
	75	Amount of line 73 you want **applied to your 2012 estimated tax** ▶ 75		
Amount You Owe	76	**Amount you owe.** Subtract line 72 from line 61. For details on how to pay, see instructions ▶	76	
	77	Estimated tax penalty (see instructions) 77		

STATEMENT 5

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? [X] Yes. Complete below. [ ] No

Designee's name ▶ Marc List | Phone no. ▶ (561) 994-5050 | Personal identification number (PIN) ▶ 50505

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
	10/15/12	EXECUTIVE Pers. Rep	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
Robert Zeiger		10/15/12		P0039691

Firm's name ▶ CBIZ GOLDSTEIN LEWIN | Firm's EIN ▶ 34-1900735

Firm's address ▶ 1675 N. MILITARY TRAIL, FIFTH FLOOR, BOCA RATON, FL 33486 | Phone no. (561) 994-5050

110002 11-07-11

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	69,583.
Standard Deduction for - • People who check any box on line 39a or 39b or who can be claimed as a dependent.	39a	Check if: [X] You were born before January 2, 1947, [ ] Blind. [ ] Spouse was born before January 2, 1947, [ ] Blind. Total boxes checked ▶ 39a 1		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b [ ]		
	40	**Itemized deductions** (from Schedule A) **or** your **standard deduction** (see left margin)	40	68,587.
	41	Subtract line 40 from line 38	41	996.
	42	**Exemptions.** Multiply $3,700 by the number on line 6d	42	3,700.
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0.
	44	**Tax.** Check if any from: a [ ] Form(s) 8814 b [ ] Form 4972 c [ ] 962 election	44	0.
	45	**Alternative minimum tax.** Attach Form 6251	45	0.
• All others: Single or Married filing separately, $5,600 Married filing jointly or Qualifying widow(er), $11,600 Head of household, $8,500	46	Add lines 44 and 45 ▶	46	0.
	47	Foreign tax credit. Attach Form 1116 if required		
	48	Credit for child and dependent care expenses. Attach Form 2441		
	49	Education credits from Form 8863, line 23		
	50	Retirement savings contributions credit. Attach Form 8880		
	51	Child tax credit (see instructions)		
	52	Residential energy credits. Attach Form 5695		
	53	Other credits from Form: a [ ] 3800 b [ ] 8801 c [ ]		
	54	Add lines 47 through 53. These are your **total credits**	54	
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	0.
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	57	Unreported social security and Medicare tax from Form: a [ ] 4137 b [ ] 8919	57	
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	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Other taxes. Enter code(s) from instructions	60	
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	70	Credit for federal tax on fuels. Attach Form 4136	70	
	71	Credits from Form: a [ ] 2439 b [ ] 8839 c [ ] 8801 d [ ] 8885	71	
	72	Add lines 62, 63, 64a, and 65 through 71. These are your **total payments** ▶	72	360.
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you **overpaid**	73	360.
	74a	Amount of line 73 you want **refunded to you.** If Form 8888 is attached, check here ▶ [ ]	74a	360.
Direct deposit? See instructions.	b	Routing number ▶ c Type: [ ] Checking [ ] Savings ▶ d Account number		
	75	Amount of line 73 you want **applied to your 2012 estimated tax** ▶	75	
Amount You Owe	76	**Amount you owe.** Subtract line 72 from line 61. For details on how to pay, see instructions ▶	76	
	77	Estimated tax penalty (see instructions)	77	

STATEMENT 5

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? [X] Yes. Complete below. [ ] No

Designee's name ▶ GERALD R. LEWIN Phone no. ▶ (561) 994-5050 Personal identification number (PIN) ▶ 50505

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		EXECUTIVE	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
GERALD R. LEWIN				P01266202

Firm's name ▶ CBIZ GOLDSTEIN LEWIN Firm's EIN ▶ 34 1900735

Firm's address ▶ 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486 Phone no. (561) 994-5050

110002 11-07-11

FORM HAS BEEN ELECTRONICALLY
FILED - KEEP FOR YOUR RECORDS

118711
08-08-11

▼ DETACH HERE ▼

Form **4868**
Department of the Treasury
Internal Revenue Service (99)

Application for Automatic Extension of Time To File U.S. Individual Income Tax Return

For calendar year 2011, or other tax year beginning , 2011, ending

1019

2011

Part I Identification

1 Your name(s)

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

2 Your social security number
371-32-5211

3 Spouse's social security number

Part II Individual Income Tax

4	Estimate of total tax liability for 2011	$ 0.
5	Total 2011 payments	360.
6	**Balance due.** Subtract line 5 from line 4	0.
7	Amount you are paying ▶	0.

8 Check here if you are "out of the country" and a U.S. citizen or resident ▶ ☐

9 Check here if you file Form 1040NR or 1040NR-EZ and did not receive wages as an employee subject to U.S. income tax withholding ▶ ☐

371325211 AT BERN 30 0 201112 670

TS005179

SCHEDULE A (Form 1040)
Department of the Treasury Internal Revenue Service (99)

Itemized Deductions

▶ Attach to Form 1040. ▶ See Instructions for Schedule A (Form 1040).

OMB No. 1545-0074
2011
Attachment Sequence No. 07

Name(s) shown on Form 1040 | Your social security number

SIMON BERNSTEIN | 371 32 5211

Medical and Dental Expenses		**Caution.** Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions) SEE STATEMENT 10	1	4,724.	
	2	Enter amount from Form 1040, line 38	2	69,583.	
	3	Multiply line 2 by 7.5% (.075)	3	5,219.	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4 0.
Taxes You Paid	5	State and local **(check only one box):** a ☐ Income taxes, **or** b ☒ General sales taxes	5	856.	
	6	Real estate taxes (see instructions)	6	43,851.	
	7	Personal property taxes	7		
	8	Other taxes. List type and amount ▶	8		
	9	Add lines 5 through 8			9 44,707.
Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10	16,872.	
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶	11		
Note. Your mortgage interest deduction may be limited (see instructions).	12	Points not reported to you on Form 1098. See instructions for special rules	12	1,784.	STMT 7
	13	Mortgage insurance premiums (see instructions)	13		
	14	Investment interest. Attach Form 4952 if required. (See instructions.) STMT 9	14	22.	
	15	Add lines 10 through 14			15 18,678.
Gifts to Charity If you made a gift and got a benefit for it, see instructions.	16	Gifts by cash or check. If you made any gift of $250 or more, see instructions	16	862.	STMT 8
	17	Other than by cash or check. If any gift of $250 or more, see instructions. You **must** attach Form 8283 if over $500	17		
	18	Carryover from prior year	18		
	19	Add lines 16 through 18			19 862.
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)			20
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶	21		
	22	Tax preparation fees	22		
	23	Other expenses - investment, safe deposit box, etc. List type and amount ▶ SEE STATEMENT 6	23	5,732.	
	24	Add lines 21 through 23	24	5,732.	
	25	Enter amount from Form 1040, line 38	25	69,583.	
	26	Multiply line 25 by 2% (.02)	26	1,392.	
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			27 4,340.
Other Miscellaneous Deductions	28	Other - from list in instructions. List type and amount ▶			28
Total Itemized Deductions	29	Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40			29 68,587.
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐			

SCHEDULE B (Form 1040A or 1040)

Department of the Treasury Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040. ▶ See instructions.

OMB No. 1545-0074

2011

Attachment Sequence No. **08**

Name(s) shown on return

Your social security number

SIMON BERNSTEIN 371 32 5211

Part I Interest

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

			Amount
1	List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶		
	LEGACY BANK OF FLORIDA		
	LYDIAN BANK & TRUST		
	OPPENHEIMER (3474)		
	FROM K-1 - LIC HOLDINGS INC		37,347.
	FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP		20,885.
	FROM K-1 - BERNSTEIN HOLDINGS LLC		205.
	FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST		5.
	FROM K-1 - JILL IANTONI FAMILY TRUST		4.
	FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST		4.
	FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST		2.
	FROM K-1 - JILL IANTONI FAMILY TRUST		1.
	FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST		2.
	SUBTOTAL FOR LINE 1		58,455.
	TAX-EXEMPT INTEREST SEE STATEMENT 12		<5.>
2	Add the amounts on line 1	2	58,450.
3	Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815	3	
4	Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶	4	58,450.

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

			Amount
5	List name of payer ▶		
	FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP		18,152.
	FROM K-1 - BERNSTEIN HOLDINGS LLC		184.
	FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST		3.
	FROM K-1 - JILL IANTONI FAMILY TRUST		4.
	FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST		4.
6	Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶	6	18,347.

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

		Yes	No
	You must complete this part if you **(a)** had over $1,500 of taxable interest or ordinary dividends; **(b)** had a foreign account; or **(c)** received a distribution from, or were a grantor of, or a transferor to, a foreign trust.		
7a	At any time during 2011, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions		X
	If "Yes," are you required to file Form TD F 90-22.1 to report that financial interest or signature authority? See Form TD F 90-22.1 and its instructions for filing requirements and exceptions to those requirements		
b	If you are required to file Form TD F 90-22.1, enter the name of the foreign country where the financial account is located ▶		
8	During 2011, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions		X

127501 11-02-11

SCHEDULE C (Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)
▶ For information on Schedule C and its instructions, go to *www.irs.gov/schedulec*
▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074
2011
Attachment Sequence No. **09**

Name of proprietor	Social security number (SSN)
SIMON BERNSTEIN (DEC. 09/12/12)	371-32-5211

A Principal business or profession, including product or service (see instructions): INSURANCE SALES

B Enter code from instructions ▶ 524290

C Business name. If no separate business name, leave blank.

D Employer ID number (EIN), (see instr.)

E Business address (including suite or room no.) ▶
City, town or post office, state, and ZIP code

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2011? If "No," see instructions for limit on losses [X] Yes [ ] No

H If you started or acquired this business during 2011, check here ▶ [ ]

I Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) [ ] Yes [X] No

J If "Yes," did you or will you file all required Forms 1099? [ ] Yes [ ] No

Part I Income

1a	Merchant card and third party payments. For 2011, enter -0-	1a	0.	
b	Gross receipts or sales not entered on line 1a (see instructions)	1b	101,771.	
c	Income reported to you on Form W-2 if the "Statutory Employee" box on that form was checked. **Caution.** See instr. before completing this line	1c		
d	**Total gross receipts.** Add lines 1a through 1c			1d 101,771.
2	Returns and allowances plus any other adjustments (see instructions)			2
3	Subtract line 2 from line 1d			3 101,771.
4	Cost of goods sold (from line 42)			4
5	**Gross profit.** Subtract line 4 from line 3			5 101,771.
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)			6
7	**Gross income.** Add lines 5 and 6 ▶			7 101,771.

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense	18
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19
10	Commissions and fees	10	101,771.	20	Rent or lease (see instructions):	
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a
12	Depletion	12		b	Other business property	20b
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21	Repairs and maintenance	21
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22
15	Insurance (other than health)	15		23	Taxes and licenses	23
16	Interest:			24	Travel, meals, and entertainment:	
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a
b	Other	16b		b	Deductible meals and entertainment (see instructions)	24b
17	Legal and professional services	17		25	Utilities	25
				26	Wages (less employment credits)	26
				27 a	Other expenses (from line 48)	27a
				b	**Reserved for future use**	27b

28	**Total expenses** before expenses for business use of home. Add lines 8 through 27a ▶	28	101,771.
29	Tentative profit or (loss). Subtract line 28 from line 7	29	0.
30	Expenses for business use of your home. Attach **Form 8829**. Do **not** report such expenses elsewhere	30	
31	**Net profit or (loss).** Subtract line 30 from line 29. • If a profit, enter on both **Form 1040, line 12** (or **Form 1040NR, line 13**) and on **Schedule SE, line 2.** If you entered an amount on line 1c, see instr. Estates and trusts, enter on **Form 1041, line 3.** • If a loss, you **must** go to line 32.	31	0.
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both **Form 1040, line 12,** (or **Form 1040NR, line 13**) and on **Schedule SE, line 2.** If you entered an amount on line 1c, see the instructions for line 31. Estates and trusts, enter on **Form 1041, line 3.** • If you checked 32b, you **must** attach **Form 6198.** Your loss may be limited.	32a [ ] All investment is at risk. 32b [ ] Some investment is not at risk.	

SCHEDULE D (Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Capital Gains and Losses

▶ Attach to Form 1040 or Form 1040NR. ▶ See Instructions for Schedule D (Form 1040).
▶ Use Form 8949 to list your transactions for lines 1, 2, 3, 8, 9, and 10.

OMB No. 1545-0074
2011
Attachment Sequence No. 12

Name(s) shown on return | Your social security number

SIMON BERNSTEIN | 371 32 5211

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

Complete Form 8949 before completing line 1, 2, or 3. This form may be easier to complete if you round off cents to whole dollars.	(e) Sales price from Form(s) 8949, line 2, column (e)	(f) Cost or other basis from Form(s) 8949, line 2, column (f)	(g) Adjustments to gain or loss from Form(s) 8949, line 2, column (g)	(h) Gain or (loss) Combine columns (e), (f), and (g)
1 Short-term totals from all Forms 8949 with box A checked in Part I		( )		
2 Short-term totals from all Forms 8949 with box B checked in Part I		( )		
3 Short-term totals from all Forms 8949 with box C checked in Part I		( )		

4	Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824	4	
5	Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1 SEE STATEMENT 14	5	<1,147.>
6	Short-term capital loss carryover. Enter the amount, if any, from line 8 of your **Capital Loss Carryover Worksheet** in the instructions	6	(142,348.)
7	**Net short-term capital gain or (loss).** Combine lines 1 through 6 in column (h). If you have any long-term capital gains or losses, go to Part II below. Otherwise, go to Part III on page 2	7	<143,495.>

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

Complete Form 8949 before completing line 8, 9, or 10. This form may be easier to complete if you round off cents to whole dollars.	(e) Sales price from Form(s) 8949, line 4, column (e)	(f) Cost or other basis from Form(s) 8949, line 4, column (f)	(g) Adjustments to gain or loss from Form(s) 8949, line 4, column (g)	(h) Gain or (loss) Combine columns (e), (f), and (g)
8 Long-term totals from all Forms 8949 with box A checked in Part II		( )		
9 Long-term totals from all Forms 8949 with box B checked in Part II		( )		
10 Long-term totals from all Forms 8949 with box C checked in Part II		( )		

11	Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824 SEE STATEMENT 13 SEE STATEMENT 15	11	10.
12	Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	12	20,637.
13	Capital gain distributions	13	
14	Long-term capital loss carryover. Enter the amount, if any, from line 13 of your **Capital Loss Carryover Worksheet** in the instructions	14	(122,458.)
15	**Net long-term capital gain or (loss).** Combine lines 8 through 14 in column (h). Then go to Part III on page 2	15	<101,811.>

Part III Summary

16	Combine lines 7 and 15 and enter the result	16	<245,306.>

- If line 16 is a **gain,** enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below.
- If line 16 is a **loss,** skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22.
- If line 16 is **zero,** skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.

17 Are lines 15 and 16 **both** gains?

☐ **Yes.** Go to line 18.

☐ **No.** Skip lines 18 through 21, and go to line 22.

18	Enter the amount, if any, from line 7 of the **28% Rate Gain Worksheet** in the instructions ▶	18	
19	Enter the amount, if any, from line 18 of the **Unrecaptured Section 1250 Gain Worksheet** in the instructions ▶	19	

20 Are lines 18 and 19 **both** zero or blank?

☐ **Yes.** Complete Form 1040 through line 43, or Form 1040NR through line 41. Then complete the **Qualified Dividends and Capital Gain Tax Worksheet** in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). **Do not** complete lines 21 and 22 below.

☐ **No.** Complete Form 1040 through line 43, or Form 1040NR through line 41. Then complete the **Schedule D Tax Worksheet** in the instructions. **Do not** complete lines 21 and 22 below.

21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the **smaller** of:

- The loss on line 16 or
- ($3,000), or if married filing separately, ($1,500)

SEE STATEMENT 16 — 21 (3,000.)

Note. When figuring which amount is smaller, treat both amounts as positive numbers.

22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b?

☒ **Yes.** Complete Form 1040 through line 43, or Form 1040NR through line 41. Then complete the **Qualified Dividends and Capital Gain Tax Worksheet** in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42).

☐ **No.** Complete the rest of Form 1040 or Form 1040NR.

SCHEDULE E (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

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

OMB No. 1545-0074

2011

Attachment Sequence No. 13

Name(s) shown on return: SIMON BERNSTEIN

Your social security number: 371-32-5211

A Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

B If "Yes," did you or will you file all required Forms 1099? ☐ Yes ☐ No

Part I Income or Loss From Rental Real Estate and Royalties **Note.** If you are in the business of renting personal property, use **Schedule C** or **C-EZ** (see instructions). If you are an individual, report farm rental income or loss from **Form 4835** on page 2, line 40.

Caution. For each rental property listed on line 1, check the box in the last column only if you owned that property as a member of a qualified joint venture (QJV) reporting income not subject to self-employment tax.

1 Physical address of each property-street, city, state, ZIP	Type-from list below	2 For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions.	Fair Rental Days	Personal Use Days	QJV
A BERNSTEIN FAMILY INVESTMENTS LLLP -	6	A			
B		B			
C		C			

Type of Property:

1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:		Properties A	B	C
3a Merchant card and third party payments. For 2011, enter -0-	3a	0.		
b Payments not reported to you on line 3a	3b	36.		
4 Total not including amounts on line 3a that are not income (see instructions)	4	36.		
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12			
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16			
17 Utilities	17			
18 Depreciation expense or depletion	18			
19 Other (list) ▶	19			
20 Total expenses. Add lines 5 through 19	20			
21 Subtract line 20 from line 4. If result is a (loss), see instructions to find out if you must file **Form 6198**	21	36.		
22 Deductible rental real estate loss after limitation, if any, on **Form 8582** (see instructions)	22	( )	( )	( )

23a Total of all amounts reported on line 3a for all rental properties	23a		
b Total of all amounts reported on line 3a for all royalty properties	23b		
c Total of all amounts reported on line 4 for all rental properties	23c		
d Total of all amounts reported on line 4 for all royalty properties	23d	36.	
e Total of all amounts reported on line 12 for all properties	23e		
f Total of all amounts reported on line 18 for all properties	23f		
g Total of all amounts reported on line 20 for all properties	23g		

24 **Income.** Add positive amounts shown on line 21. **Do not** include any losses	24	36.
25 **Losses.** Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25	( )
26 **Total rental real estate and royalty income or (loss).** Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26	36.

Name(s) shown on return. Do not enter name and social security number if shown on page 1.

SIMON BERNSTEIN

Your social security number: 371-32-5211

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations

Note. If you report a loss from an at-risk activity for which any amount is **not** at risk, you **must** check column **(e)** on line 28 and attach **Form 6198**. See instructions.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? ☐ Yes ☒ No

If you answered "Yes," see instructions before completing this section.

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A	SEE STATEMENT 17				
B					
C					
D					

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach **Form 8582** if required)	(g) Passive income from **Schedule K-1**	(h) Nonpassive loss from **Schedule K-1**	(i) Section 179 expense deduction from **Form 4562**	(j) Nonpassive income from **Schedule K-1**
A					
B					
C					
D					
29a Totals					
b Totals	10.		28,552.		

30	Add columns (g) and (j) of line 29a	30	
31	Add columns (f), (h), and (i) of line 29b	31	(28,562.)
32	**Total partnership and S corporation income or (loss).** Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	<28,562.>

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A	SEE STATEMENT 18	
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach **Form 8582** if required)	(d) Passive income from **Schedule K-1**	(e) Deduction or loss from **Schedule K-1**	(f) Other income from **Schedule K-1**
A				
B				
34a Totals				
b Totals				

35	Add columns (d) and (f) of line 34a	35	
36	Add columns (c) and (e) of line 34b	36	( )
37	**Total estate and trust income or (loss).** Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from **Schedules Q**, line 2c (see instructions)	(d) Taxable income (net loss) from **Schedules Q**, line 1b	(e) Income from **Schedules Q**, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary

40	Net farm rental income or (loss) from **Form 4835**. Also, complete line 42 below	40	
41	**Total income or (loss).** Combine lines 26, 32, 37, 39, and 40. Enter the result here and on Form 1040, line 17, or Form 1040NR, line 18 ▶	41	<28,526.>
42	**Reconciliation of farming and fishing income.** Enter your **gross** farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), line 14, code F (see instructions)	42	
43	**Reconciliation for real estate professionals.** If you were a real estate professional (see instructions), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

2011 Income from Passthroughs

LIC HOLDINGS INC
I.D. NUMBER: 20-5290314
TYPE: S CORPORATION

ACTIVITY INFORMATION:

LIC HOLDINGS INC

TRADE OR BUSINESS - MATERIAL PARTICIPATION

ORDINARY INCOME (LOSS)	<28,552.>
TOTAL NONPASSIVE INCOME (LOSS)	<28,552.>

OTHER K-1 INFORMATION:

INTEREST INCOME	37,347.
CHARITABLE CONTRIBUTIONS	862.
INVESTMENT INCOME	37,347.
NONDEDUCTIBLE EXPENSES	7,104.

2011 Income from Passthroughs

BERNSTEIN FAMILY INVESTMENTS LLLP
I.D. NUMBER: 26-2124343
TYPE: PARTNERSHIP

ACTIVITY INFORMATION:

BERNSTEIN FAMILY INVESTMENTS LLLP

OTHER PASSIVE ACTIVITY

RENTAL REAL ESTATE INCOME (LOSS)	<2.>	
	<1,500.>	
K-1 PASS THRU	0.	
SEC 59(E)(2) - MINING EXPLORATION	<99.>	
PASSIVE INCOME (LOSS)		<1,601.>
PASSIVE ACTIVITY LOSS CARRYOVER		<6,063.>
DISALLOWED LOSS FROM FORM 8582		7,654.
ALLOWABLE PASSIVE LOSS FROM FORM 8582		<10.>

TAX PREFERENCE ITEMS:

DEPRECIATION ADJUSTMENT	251.
OTHER AMT PREFERENCE ITEMS/ADJUSTMENTS	1,043.
AMT PAL CARRYOVER - SCHEDULE E	4,854.

OTHER K-1 INFORMATION:

INTEREST INCOME	20,885.
ORDINARY DIVIDENDS	18,152.
QUALIFIED DIVIDENDS	13,155.
TAX-EXEMPT INTEREST	25,527.
SECTION 1231 GAIN (LOSS)	10.
NET SHORT-TERM CAPITAL GAIN (LOSS)	<1,134.>
NET LONG-TERM CAPITAL GAIN (LOSS)	20,425.
INVESTMENT INTEREST EXPENSE - SCHEDULE A	22.
DEDUCTIONS RELATED TO PORTFOLIO INCOME	354.
ROYALTY	36.
INVESTMENT INCOME	39,073.
INVESTMENT EXPENSE	354.
NONDEDUCTIBLE EXPENSES	4.

BERNSTEIN FAMILY INVESTMENTS LLLP
I.D. NUMBER: 26-2124343
TYPE: PARTNERSHIP

ACTIVITY INFORMATION:

BERNSTEIN FAMILY INVESTMENTS LLLP

OTHER PASSIVE ACTIVITY

SEC 59(E)(2) -	0.	
PASSIVE INCOME (LOSS)		0.
PASSIVE ACTIVITY LOSS CARRYOVER		<6,063.>
DISALLOWED LOSS FROM FORM 8582		6,063.
ALLOWABLE PASSIVE LOSS FROM FORM 8582		0.

TAX PREFERENCE ITEMS:

AMT PAL CARRYOVER - SCHEDULE E	4,852.

2011 Income from Passthroughs

BERNSTEIN HOLDINGS LLC
I.D. NUMBER: 32-0234597
TYPE: PARTNERSHIP

ACTIVITY INFORMATION:

BERNSTEIN HOLDINGS LLC

OTHER PASSIVE ACTIVITY

SEC 59(E)(2) -	<15.> <1.>	
PASSIVE INCOME (LOSS)		<16.>
PASSIVE ACTIVITY LOSS CARRYOVER		<52.>
DISALLOWED LOSS FROM FORM 8582		68.
ALLOWABLE PASSIVE LOSS FROM FORM 8582		0.

TAX PREFERENCE ITEMS:

DEPRECIATION ADJUSTMENT	2.
OTHER AMT PREFERENCE ITEMS/ADJUSTMENTS	11.
AMT PAL CARRYOVER - SCHEDULE E	42.

OTHER K-1 INFORMATION:

INTEREST INCOME	205.
ORDINARY DIVIDENDS	184.
QUALIFIED DIVIDENDS	129.
TAX-EXEMPT INTEREST	83.
NET SHORT-TERM CAPITAL GAIN (LOSS)	<11.>
NET LONG-TERM CAPITAL GAIN (LOSS)	200.
DEDUCTIONS RELATED TO PORTFOLIO INCOME	3.
INVESTMENT INCOME	389.
INVESTMENT EXPENSE	3.

2011 Income from Passthroughs

BERNSTEIN HOLDINGS LLC
I.D. NUMBER: 32-0234597
TYPE: PARTNERSHIP

ACTIVITY INFORMATION:

BERNSTEIN HOLDINGS LLC

OTHER PASSIVE ACTIVITY

SEC 59(E)(2) -	0.	
PASSIVE INCOME (LOSS)		0.
PASSIVE ACTIVITY LOSS CARRYOVER		<57.>
DISALLOWED LOSS FROM FORM 8582		57.
ALLOWABLE PASSIVE LOSS FROM FORM 8582		0.

TAX PREFERENCE ITEMS:

AMT PAL CARRYOVER - SCHEDULE E	35.

TT/ SIMON L BERNSTEIN IRREV TR
I.D. NUMBER: 51-6600239
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

TT/ SIMON L BERNSTEIN IRREV TR

OTHER PASSIVE ACTIVITY

OTHER K-1 INFORMATION:

DEDUCTIONS RELATED TO PORTFOLIO INCOME	5,375.

2011 Income from Passthroughs

ELIOT BERNSTEIN FAMILY TRUST
I.D. NUMBER: 65-6477114
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

ELIOT BERNSTEIN FAMILY TRUST

OTHER PASSIVE ACTIVITY

OTHER K-1 INFORMATION:

INTEREST INCOME	5.
ORDINARY DIVIDENDS	3.
QUALIFIED DIVIDENDS	3.
TAX-EXEMPT INTEREST	4.
NET SHORT-TERM CAPITAL GAIN (LOSS)	<1.>
NET LONG-TERM CAPITAL GAIN (LOSS)	4.

2011 Income from Passthroughs

ELIOT BERNSTEIN FAMILY TRUST
I.D. NUMBER: 65-6477114
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

ELIOT BERNSTEIN FAMILY TRUST

OTHER PASSIVE ACTIVITY

2011 Income from Passthroughs

JILL IANTONI FAMILY TRUST
I.D. NUMBER: 65-6477115
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

JILL IANTONI FAMILY TRUST

OTHER PASSIVE ACTIVITY

OTHER K-1 INFORMATION:

INTEREST INCOME	4.
ORDINARY DIVIDENDS	4.
QUALIFIED DIVIDENDS	2.
TAX-EXEMPT INTEREST	2.
NET SHORT-TERM CAPITAL GAIN (LOSS)	<1.>
NET LONG-TERM CAPITAL GAIN (LOSS)	4.

2011 Income from Passthroughs

JILL IANTONI FAMILY TRUST
I.D. NUMBER: 65-6477115
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

JILL IANTONI FAMILY TRUST

OTHER PASSIVE ACTIVITY

2011 Income from Passthroughs

LISA S FRIEDSTEIN FAMILY TRUST
I.D. NUMBER: 65-6477116
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

LISA S FRIEDSTEIN FAMILY TRUST

OTHER PASSIVE ACTIVITY

OTHER K-1 INFORMATION:

INTEREST INCOME	4.
ORDINARY DIVIDENDS	4.
QUALIFIED DIVIDENDS	3.
TAX-EXEMPT INTEREST	4.
NET LONG-TERM CAPITAL GAIN (LOSS)	4.

2011 Income from Passthroughs

LISA S FRIEDSTEIN FAMILY TRUST
I.D. NUMBER: 65-6477116
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

LISA S FRIEDSTEIN FAMILY TRUST

OTHER PASSIVE ACTIVITY

2011 Income from Passthroughs

SUMMARY OF K-1 INFORMATION FOR ALL PASSTHROUGHS

OTHER K-1 INFORMATION:

INTEREST INCOME	58,450.
ORDINARY DIVIDENDS	18,347.
QUALIFIED DIVIDENDS	13,292.
TAX-EXEMPT INTEREST	25,620.
SECTION 1231 GAIN (LOSS)	10.
NET SHORT-TERM CAPITAL GAIN (LOSS)	<1,147.>
NET LONG-TERM CAPITAL GAIN (LOSS)	20,637.
INVESTMENT INTEREST EXPENSE - SCHEDULE A	22.
CHARITABLE CONTRIBUTIONS	862.
DEDUCTIONS RELATED TO PORTFOLIO INCOME	5,732.
ROYALTY	36.
NONDEDUCTIBLE EXPENSES	7,108.

INVESTMENT INTEREST EXPENSE:

INVESTMENT INCOME	76,809.
INVESTMENT EXPENSE	357.

TAX PREFERENCE ITEMS:

DEPRECIATION ADJUSTMENT	253.
OTHER AMT PREFERENCE ITEMS/ADJUSTMENTS	1,054.
AMT PAL CARRYOVER - SCHEDULE E	9,783.

Form **1116**

Department of the Treasury
Internal Revenue Service (99)

Foreign Tax Credit

(Individual, Estate, or Trust)
▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

OMB No. 1545-0121

2011

Attachment Sequence No. **19**

Name

SIMON BERNSTEIN

Identifying number as shown on page 1 of your tax return

371-32-5211

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

a [X] Passive category income
b [ ] General category income
c [ ] Section 901(j) income
d [ ] Certain income re-sourced by treaty
e [ ] Lump-sum distributions

f Resident of (name of country) ▶ UNITED STATES

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

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

	Foreign Country or U.S. Possession A	B	C		Total (Add cols. A, B, and C.)
g Enter the name of the foreign country or U.S. possession ▶	VARIOUS	OTHER COUNTRIES			
1a Gross income from sources within country shown above and of the type checked above:	18.	280.		1a	298.
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is $250,000 or more, and you used an alternative basis to determine its source (see instructions) ▶ [ ]					
Deductions and losses (*Caution: See instructions*):					
2 Expenses **definitely related** to the income on line 1a (attach statement)					
3 Pro rata share of other deductions **not definitely related**:					
a Certain itemized deductions or standard deduction	49,047.	49,047.			
b Other deductions (attach statement)					
c Add lines 3a and 3b	49,047.	49,047.			
d Gross foreign source income	18.	280.			
e Gross income from all sources	223,563.	223,563.			
f Divide line 3d by line 3e	.000081	.001252			
g Multiply line 3c by line 3f	4.	61.			
4 Pro rata share of interest expense:					
a Home mortgage interest (use worksheet on page 14 of the instructions)					
b Other interest expense					
5 Losses from foreign sources					
6 Add lines 2, 3g, 4a, 4b, and 5	4.	61.		6	65.
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2 ▶				7	233.

Part II Foreign Taxes Paid or Accrued

SEE STATEMENT 19

Country	Credit is claimed for taxes (you must check one) (h) [X] Paid (i) [ ] Accrued	Foreign taxes paid or accrued — In foreign currency				In U.S. dollars				
		Taxes withheld at source on:			(n) Other foreign taxes paid or accrued	Taxes withheld at source on:			(r) Other foreign taxes paid or accrued	(s) Total foreign taxes paid or accrued (add cols. (o) through (r))
	(j) Date paid or accrued	(k) Dividends	(l) Rents and royalties	(m) Interest		(o) Dividends	(p) Rents and royalties	(q) Interest		
A									1.	1.
B									1.	1.
C										
8 Add lines A through C, column (s). Enter the total here and on line 9, page 2 ▶									8	2.

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9	2.	
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11	2.	
12	Reduction in foreign taxes	12		
13	Taxes reclassified under high tax kickout	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit			14 2.
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I	15	233.	
16	Adjustments to line 15	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17	233.	
18	**Individuals:** Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. **Estates and trusts:** Enter your taxable income without the deduction for your exemption	18	996.	
	Caution: *If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.*			
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"			19 .233936
20	**Individuals:** Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 42. **Estates and trusts:** Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37			20
	Caution: *If you are completing line 20 for separate categorye (lump-sum distributions), see instructions.*			
21	Multiply line 20 by line 19 (maximum amount of credit)			21
22	Enter the **smaller** of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV ▶			22 0.

Part IV Summary of Credits From Separate Parts III

23	Credit for taxes on passive category income	23		
24	Credit for taxes on general category income	24		
25	Credit for taxes on certain income re-sourced by treaty	25		
26	Credit for taxes on lump-sum distributions	26		
27	Add lines 23 through 26			27
28	Enter the **smaller** of line 20 or line 27			28 0.
29	Reduction of credit for international boycott operations			29
30	Subtract line 29 from line 28. This is your **foreign tax credit.** Enter here and on Form 1040, line 47; Form 1040NR, line 45; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a ▶			30 0.

Form **1116** (2011)

111511
12-19-11

Form **4797**

Department of the Treasury
Internal Revenue Service (99)

Sales of Business Property

(Also Involuntary Conversions and Recapture Amounts Under Sections 179 and 280F(b)(2))

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

OMB No. 1545-0184

2011

Attachment Sequence No. **27**

Name(s) shown on return

SIMON BERNSTEIN

Identifying number

371-32-5211

1 Enter the gross proceeds from sales or exchanges reported to you for 2011 on Form(s) 1099-B or 1099-S (or substitute statement) that you are including on line 2, 10, or 20 1

Part I Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft-Most Property Held More Than 1 Year (see instructions)

2 (a) Description of property	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Gross sales price	(e) Depreciation allowed or allowable since acquisition	(f) Cost or other basis, plus improvements and expense of sale	(g) Gain or (loss) Subtract (f) from the sum of (d) and (e)
BERNSTEIN FAMILY INVESTMENTS LLLP						10.
BERNSTEIN FAMILY PAINVESTMENTS LLLP						0.

3	Gain, if any, from Form 4684, line 39	3	
4	Section 1231 gain from installment sales from Form 6252, line 26 or 37	4	
5	Section 1231 gain or (loss) from like-kind exchanges from Form 8824	5	
6	Gain, if any, from line 32, from other than casualty or theft	6	
7	Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows:	7	10.

Partnerships (except electing large partnerships) and S corporations. Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below.

Individuals, partners, S corporation shareholders, and all others. If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.

8	Nonrecaptured net section 1231 losses from prior years (see instructions)	8	
9	Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return (see instructions)	9	

Part II Ordinary Gains and Losses (see instructions)

10 Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):

JILL IANTONI FAMILY PATRUST						0.

11	Loss, if any, from line 7	11	
12	Gain, if any, from line 7 or amount from line 8, if applicable	12	
13	Gain, if any, from line 31	13	
14	Net gain or (loss) from Form 4684, lines 31 and 38a	14	
15	Ordinary gain from installment sales from Form 6252, line 25 or 36	15	
16	Ordinary gain or (loss) from like-kind exchanges from Form 8824	16	
17	Combine lines 10 through 16	17	
18	For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below:		
a	If the loss on line 11 includes a loss from Form 4684, line 35, column (b)(ii), enter that part of the loss here. Enter the part of the loss from income-producing property on Schedule A (Form 1040), line 28, and the part of the loss from property used as an employee on Schedule A (Form 1040), line 23. Identify as from "Form 4797, line 18a." See instructions	18a	
b	Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Form 1040, line 14	18b	

Part III Gain From Disposition of Property Under Sections 1245, 1250, 1252, 1254, and 1255 (see instructions)

19 (a) Description of section 1245, 1250, 1252, 1254, or 1255 property:	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)
A		
B		
C		
D		

These columns relate to the properties on lines 19A through 19D. ▶		Property A	Property B	Property C	Property D
20 Gross sales price (**Note:** See line 1 before completing.)	20				
21 Cost or other basis plus expense of sale	21				
22 Depreciation (or depletion) allowed or allowable	22				
23 Adjusted basis. Subtract line 22 from line 21	23				
24 Total gain. Subtract line 23 from line 20	24				
25 **If section 1245 property:**					
a Depreciation allowed or allowable from line 22	25a				
b Enter the **smaller** of line 24 or 25a	25b				
26 **If section 1250 property:** If straight line depreciation was used, enter -0- on line 26g, except for a corporation subject to section 291.					
a Additional depreciation after 1975 (see instructions)	26a				
b Applicable percentage multiplied by the **smaller** of line 24 or line 26a (see instructions)	26b				
c Subtract line 26a from line 24. If residential rental property **or** line 24 is not more than line 26a, skip lines 26d and 26e	26c				
d Additional depreciation after 1969 and before 1976	26d				
e Enter the **smaller** of line 26c or 26d	26e				
f Section 291 amount (corporations only)	26f				
g Add lines 26b, 26e, and 26f	26g				
27 **If section 1252 property:** Skip this section if you did not dispose of farmland or if this form is being completed for a partnership (other than an electing large partnership).					
a Soil, water, and land clearing expenses	27a				
b Line 27a multiplied by applicable percentage	27b				
c Enter the **smaller** of line 24 or 27b	27c				
28 **If section 1254 property:**					
a Intangible drilling and development costs, expenditures for development of mines and other natural deposits, mining exploration costs, and depletion (see instructions)	28a				
b Enter the **smaller** of line 24 or 28a	28b				
29 **If section 1255 property:**					
a Applicable percentage of payments excluded from income under section 126 (see instructions)	29a				
b Enter the **smaller** of line 24 or 29a (see instructions)	29b				

Summary of Part III Gains. Complete property columns A through D through line 29b before going to line 30.

30 Total gains for all properties. Add property columns A through D, line 24	30	
31 Add property columns A through D, lines 25b, 26g, 27c, 28b, and 29b. Enter here and on line 13	31	
32 Subtract line 31 from line 30. Enter the portion from casualty or theft on Form 4684, line 33. Enter the portion from other than casualty or theft on Form 4797, line 6	32	

Part IV Recapture Amounts Under Sections 179 and 280F(b)(2) When Business Use Drops to 50% or Less (see instructions)

		(a) Section 179	(b) Section 280F(b)(2)
33 Section 179 expense deduction or depreciation allowable in prior years	33		
34 Recomputed depreciation (see instructions)	34		
35 Recapture amount. Subtract line 34 from line 33. See the instructions for where to report	35		

DOES NOT APPLY

Form **6251**

Department of the Treasury
Internal Revenue Service (99)

Alternative Minimum Tax - Individuals

▶ Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2011

Attachment Sequence No. **32**

Name(s) shown on Form 1040 or Form 1040NR

SIMON BERNSTEIN

Your social security number

371 32 5211

Part I Alternative Minimum Taxable Income

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41, and go to line 2. Otherwise, enter the amount from Form 1040, line 38, and go to line 7. (If less than zero, enter as a negative amount.)	1	996.
2	Medical and dental. Enter the **smaller** of Schedule A (Form 1040), line 4, **or** 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2	
3	Taxes from Schedule A (Form 1040), line 9	3	44,707.
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet in the instructions for this line	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5	4,340.
6	Skip this line. It is reserved for future use	6	
7	Tax refund from Form 1040, line 10 or line 21	7	
8	Investment interest expense (difference between regular tax and AMT)	8	
9	Depletion (difference between regular tax and AMT)	9	
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10	
11	Alternative tax net operating loss deduction	11	<45,039.>
12	Interest from specified private activity bonds exempt from the regular tax	12	
13	Qualified small business stock (7% of gain excluded under section 1202)	13	
14	Exercise of incentive stock options (excess of AMT income over regular tax income)	14	
15	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	15	
16	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	16	
17	Disposition of property (difference between AMT and regular tax gain or loss)	17	
18	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	18	
19	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 20	19	0.
20	Loss limitations (difference between AMT and regular tax income or loss)	20	
21	Circulation costs (difference between regular tax and AMT)	21	
22	Long-term contracts (difference between AMT and regular tax income)	22	
23	Mining costs (difference between regular tax and AMT)	23	
24	Research and experimental costs (difference between regular tax and AMT)	24	
25	Income from certain installment sales before January 1, 1987	25	
26	Intangible drilling costs preference	26	
27	Other adjustments, including income-based related adjustments	27	
28	**Alternative minimum taxable income.** Combine lines 1 through 27. (If married filing separately and line 28 is more than $223,900, see instructions.)	28	5,004.

Part II Alternative Minimum Tax (AMT)

29 Exemption. (If you were under age 24 at the end of 2011, see instructions.)

IF your filing status is...	AND line 28 is not over...	THEN enter on line 29...
Single or head of household	$112,500	$48,450
Married filing jointly or qualifying widow(er)	150,000	74,450
Married filing separately	75,000	37,225

If line 28 is **over** the amount shown above for your filing status, see instructions. — 29: 48,450.

30	Subtract line 29 from line 28. If more than zero, go to line 31. If zero or less, enter -0- here and on lines 31, 33, and 35, and go to line 34	30	0.
31	• If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter. • If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; **or** you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 54 here. • **All others:** If line 30 is $175,000 or less ($87,500 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result.	31	0.
32	Alternative minimum tax foreign tax credit (see instructions)	32	
33	Tentative minimum tax. Subtract line 32 from line 31	33	0.
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Sch J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Sch J	34	
35	**AMT.** Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35	0.

Part III Tax Computation Using Maximum Capital Gains Rates

Complete Part III only if you are required to do so by line 31 or by the Foreign Earned Income Tax Worksheet in the instructions.

36	Enter the amount from Form 6251, line 30. If you are filing Form 2555 or 2555-EZ, enter the amount from line 3 of the worksheet in the instructions for this line		36
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 13 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	37	
38	Enter the amount from Schedule D (Form 1040), line 19 (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	38	
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	39	
40	Enter the **smaller** of line 36 or line 39		40
41	Subtract line 40 from line 36		41
42	If line 41 is $175,000 or less ($87,500 or less if married filing separately), multiply line 41 by 26% (.26). Otherwise, multiply line 41 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result ▶		42
43	Enter: • $69,000 if married filing jointly or qualifying widow(er), • $34,500 if single or married filing separately, or • $46,250 if head of household.	43	
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 14 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter -0-	44	
45	Subtract line 44 from line 43. If zero or less, enter -0-	45	
46	Enter the **smaller** of line 36 or line 37	46	
47	Enter the **smaller** of line 45 or line 46	47	
48	Subtract line 47 from line 46	48	
49	Multiply line 48 by 15% (.15) ▶		49

If line 38 is zero or blank, skip lines 50 and 51 and go to line 52. Otherwise, go to line 50.

50	Subtract line 46 from line 40	50	
51	Multiply line 50 by 25% (.25) ▶		51
52	Add lines 42, 49, and 51		52
53	If line 36 is $175,000 or less ($87,500 or less if married filing separately), multiply line 36 by 26% (.26). Otherwise, multiply line 36 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result		53
54	Enter the **smaller** of line 52 or line 53 here and on line 31. If you are filing Form 2555 or 2555-EZ, do not enter this amount on line 31. Instead, enter it on line 4 of the worksheet in the instructions for line 31		54

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s): SIMON BERNSTEIN

Social Security Number: 371-32-5211

Form Name	Description	Income	Adjustment				
			Form 6251, Line 17	Form 6251, Line 18	Form 6251, Line 19	Form 6251, Line 20	Form 6251 Other Adjustment
4797	BERNSTEIN FAMILY INVESTMENTS LLLP						
	* REGULAR INCOME	11.					
	PAL CARRYOVER	1.			1.		
	AMT PAL CARRYOVER	<1.>			<1.>		
	* AMT NET INCOME	11.					
K1-	BERNSTEIN FAMILY INVESTMENTS LLLP						
	* REGULAR INCOME	<10.>					
	PAL CARRYOVER	6,063.			6,063.		
	AMT PAL CARRYOVER	<4,854.>			<4,854.>		
	AMT ADJUSTMENTS	1,294.			1,294.		
	PAL DISALLOWED	<7,654.>			<7,654.>		
	AMT PAL DISALLOWED	5,151.			5,151.		
	* AMT NET INCOME	<10.>					
	** TOTAL ADJ & PREF **				0.		

Form **1116**

Department of the Treasury
Internal Revenue Service (99)

ALTERNATIVE MINIMUM TAX
Foreign Tax Credit

(Individual, Estate, or Trust)
▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

OMB No. 1545-0121

2011

Attachment Sequence No. **19**

Name: SIMON BERNSTEIN

Identifying number as shown on page 1 of your tax return: 371-32-5211

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

a [X] Passive category income
b [ ] General category income
c [ ] Section 901(j) income
d [ ] Certain income re-sourced by treaty
e [ ] Lump-sum distributions

f Resident of (name of country) ▶ UNITED STATES

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

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

	Foreign Country or U.S. Possession A	B	C		Total (Add cols. A, B, and C.)
g **Enter the name of the foreign country or U.S. possession** ▶	VARIOUS	OTHER COUNTRIES			
1a Gross income from sources within country shown above and of the type checked above:	18.	280.		1a	298.
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is $250,000 or more, and you used an alternative basis to determine its source (see instructions) ▶ [ ]					
Deductions and losses (*Caution: See instructions*):					
2 Expenses **definitely related** to the income on line 1a (attach statement)					
3 Pro rata share of other deductions **not definitely related:**					
a Certain itemized deductions or standard deduction					
b Other deductions (attach statement)					
c Add lines 3a and 3b					
d Gross foreign source income	18.	280.			
e Gross income from all sources	223,563.	223,563.			
f Divide line 3d by line 3e	.000081	.001252			
g Multiply line 3c by line 3f					
4 Pro rata share of interest expense:					
a Home mortgage interest (use worksheet on page 14 of the instructions)					
b Other interest expense					
5 Losses from foreign sources					
6 Add lines 2, 3g, 4a, 4b, and 5				6	
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2 ▶				7	298.

Part II Foreign Taxes Paid or Accrued

Country	Credit is claimed for taxes (you must check one) (h) [X] Paid (i) [ ] Accrued — (j) Date paid or accrued	Foreign taxes paid or accrued: In foreign currency — Taxes withheld at source on: (k) Dividends	(l) Rents and royalties	(m) Interest	(n) Other foreign taxes paid or accrued	In U.S. dollars — Taxes withheld at source on: (o) Dividends	(p) Rents and royalties	(q) Interest	(r) Other foreign taxes paid or accrued	(s) Total foreign taxes paid or accrued (add cols. (o) through (r))
A									1.	1.
B									1.	1.
C										
8 Add lines A through C, column (s). Enter the total here and on line 9, page 2 ▶									8	2.

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9	2.	
10	Carryback or carryover (attach detailed computation) SEE STATEMENT 21	10	124.	
11	Add lines 9 and 10	11	126.	
12	Reduction in foreign taxes	12		
13	Taxes reclassified under high tax kickout	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit			14 126.
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I	15	298.	
16	Adjustments to line 15	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17	298.	
18	**Individuals:** Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. **Estates and trusts:** Enter your taxable income without the deduction for your exemption	18	5,004.	
	Caution: *If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.*			
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"			19 .059552
20	**Individuals:** Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 42. **Estates and trusts:** Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37			20
	Caution: *If you are completing line 20 for separate categorye (lump-sum distributions), see instructions.*			
21	Multiply line 20 by line 19 (maximum amount of credit)			21
22	Enter the **smaller** of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV ▶			22 0.

Part IV Summary of Credits From Separate Parts III

23	Credit for taxes on passive category income	23		
24	Credit for taxes on general category income	24		
25	Credit for taxes on certain income re-sourced by treaty	25		
26	Credit for taxes on lump-sum distributions	26		
27	Add lines 23 through 26			27
28	Enter the **smaller** of line 20 or line 27			28 0.
29	Reduction of credit for international boycott operations			29
30	Subtract line 29 from line 28. This is your **foreign tax credit.** Enter here and on Form 1040, line 47; Form 1040NR, line 45; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a ▶			30 0.

Form **1116** (2011)

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

▶ Attach to your tax return.

OMB No. 1545-0191

2011

Attachment Sequence No. **51**

Name(s) shown on return

SIMON BERNSTEIN

Identifying number

371-32-5211

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2011 (see instructions) SEE STATEMENT 22	1	22.
2	Disallowed investment interest expense from 2010 Form 4952, line 7	2	
3	**Total investment interest expense.** Add lines 1 and 2	3	22.

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment) STMT 23	4a	76,833.		
b	Qualified dividends included on line 4a	4b	13,292.		
c	Subtract line 4b from line 4a			4c	63,541.
d	Net gain from the disposition of property held for investment	4d			
e	Enter the **smaller** of line 4d or your net capital gain from the disposition of property held for investment (see instructions)	4e			
f	Subtract line 4e from line 4d			4f	
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)			4g	
h	Investment income. Add lines 4c, 4f, and 4g			4h	63,541.
5	Investment expenses (see instructions) SEE STATEMENT 24			5	4,340.
6	**Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-			6	59,201.

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2012. Subtract line 6 from line 3. If zero or less, enter -0-	7	0.
8	**Investment interest expense deduction.** Enter the **smaller** of line 3 or 6. See instructions STMT 25	8	22.

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

▶ Attach to your tax return.

OMB No. 1545-0191

2011

Attachment Sequence No. **51**

Name(s) shown on return

SIMON BERNSTEIN

Identifying number

371-32-5211

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2011 (see instructions) SEE STATEMENT 26	1	22.
2	Disallowed investment interest expense from 2010 Form 4952, line 7	2	
3	**Total investment interest expense.** Add lines 1 and 2	3	22.

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment)	4a	76,833.		
b	Qualified dividends included on line 4a	4b	13,292.		
c	Subtract line 4b from line 4a			4c	63,541.
d	Net gain from the disposition of property held for investment	4d			
e	Enter the **smaller** of line 4d or your net capital gain from the disposition of property held for investment (see instructions)	4e			
f	Subtract line 4e from line 4d			4f	
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)			4g	
h	Investment income. Add lines 4c, 4f, and 4g			4h	63,541.
5	Investment expenses (see instructions)			5	
6	**Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-			6	63,541.

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2012. Subtract line 6 from line 3. If zero or less, enter -0-	7	0.
8	**Investment interest expense deduction.** Enter the smaller of line 3 or 6. See instructions	8	22.

REGULAR FORM 4952, LINE 8 22.
LESS RECOMPUTED FORM 4952, LINE 8 22.
INTEREST ADJUSTMENT - FORM 6251, LINE 8

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

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

OMB No. 1545-1008

2011

Attachment Sequence No. **88**

Name(s) shown on return

SIMON BERNSTEIN

Identifying number

371-32-5211

Part I 2011 Passive Activity Loss Caution: *Complete Worksheets 1, 2, and 3 before completing Part I.*

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

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

Commercial Revitalization Deductions From Rental Real Estate Activities

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

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	11.	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	<1,617.>	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c	<12,246.>	
d	Combine lines 3a, 3b, and 3c		3d	<13,852.>
4	Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used		4	<13,852.>

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

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

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

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

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

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

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

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

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

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	11.
16	**Total losses allowed from all passive activities for 2011.** Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return SEE STATEMENT 31	16	11.

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

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

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

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

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

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

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 3				
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶	11.	<1,617.>	<12,246.>		

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

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

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

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET 5		
Total ▶		13,852.	1.000000000	13,852.

Worksheet 6 - Allowed Losses (See instructions.)

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

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

Name of activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶	SEE ATTACHED STATEMENT FOR WORKSHEET 7				
Total ▶	OVERALL	13,728.	1.0000000	13,718.	10.

Form 8582 (2011)

Form **8582-CR** (Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Passive Activity Credit Limitations

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

OMB No. 1545-1034

Attachment Sequence No. 89

Name(s) shown on return

SIMON BERNSTEIN

Identifying number

371-32-5211

Part I Passive Activity Credits

Caution: *If you have credits from a publicly traded partnership, see Publicly Traded Partnerships (PTPs) in the instructions.*

Credits From Rental Real Estate Activities With Active Participation (Other Than Rehabilitation Credits and Low-Income Housing Credits) (See **Lines 1a through 1c** in the instructions.)

1a	Credits from Worksheet 1, column (a)	1a			
b	Prior year unallowed credits from Worksheet 1, column (b)	1b			
c	Add lines 1a and 1b			1c	

Rehabilitation Credits From Rental Real Estate Activities and Low-Income Housing Credits for Property Placed in Service Before 1990 (or From Pass-Through Interests Acquired Before 1990) (See **Lines 2a through 2c** in the instructions.)

2a	Credits from Worksheet 2, column (a)	2a			
b	Prior year unallowed credits from Worksheet 2, column (b)	2b			
c	Add lines 2a and 2b			2c	

Low-Income Housing Credits for Property Placed in Service After 1989 (See **Lines 3a through 3c** in the instructions.)

3a	Credits from Worksheet 3, column (a)	3a			
b	Prior year unallowed credits from Worksheet 3, column (b)	3b			
c	Add lines 3a and 3b			3c	

All Other Passive Activity Credits (See **Lines 4a through 4c** in the instructions.)

4a	Credits from Worksheet 4, column (a)	4a			
b	Prior year unallowed credits from Worksheet 4, column (b)	4b	6.		
c	Add lines 4a and 4b			4c	6.
5	Add lines 1c, 2c, 3c, and 4c			5	6.
6	Enter the tax attributable to net passive income (see instructions)			6	0.
7	Subtract line 6 from line 5. If line 6 is more than or equal to line 5, enter -0- and see instructions			7	6.

Note: *If your filing status is married filing separately and you lived with your spouse at any time during the year, **do not** complete Part II, III, or IV. Instead, go to line 37.*

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

Note: *Complete this part only if you have an amount on line 1c. Otherwise, go to Part III.*

8	Enter the smaller of line 1c or line 7			8	
9	Enter $150,000. If married filing separately, see instructions	9			
10	Enter modified adjusted gross income, but not less than zero (see instructions). If line 10 is equal to or more than line 9, skip lines 11 through 15 and enter -0- on line 16	10			
11	Subtract line 10 from line 9	11			
12	Multiply line 11 by 50% (.50). **Do not** enter more than $25,000. If married filing separately, see instructions	12			
13a	Enter the amount, if any, from line 10 of Form 8582	13a			
b	Enter the amount, if any, from line 14 of Form 8582	13b			
c	Add lines 13a and 13b	13c			
14	Subtract line 13c from line 12	14			
15	Enter the tax attributable to the amount on line 14 (see instructions)			15	
16	Enter the **smaller** of line 8 or line 15			16	

Part III **Special Allowance for Rehabilitation Credits From Rental Real Estate Activities and Low-Income Housing Credits for Property Placed in Service Before 1990 (or From Pass-Through Interests Acquired Before 1990)**

Note: *Complete this part only if you have an amount on line 2c. Otherwise, go to Part IV.*

17	Enter the amount from line 7			17	
18	Enter the amount from line 16			18	
19	Subtract line 18 from line 17. If zero, enter -0- here and on lines 30 and 36, and then go to Part V			19	
20	Enter the **smaller** of line 2c or line 19			20	
21	Enter $250,000. If married filing separately, see instructions to find out if you can skip lines 21 through 26		21		
22	Enter modified adjusted gross income, but not less than zero. (See instructions for line 10.) If line 22 is equal to or more than line 21, skip lines 23 through 29 and enter -0- on line 30		22		
23	Subtract line 22 from line 21		23		
24	Multiply line 23 by 50% (.50). Do not enter more than $25,000. If married filing separately, see instructions		24		
25a	Enter the amount, if any, from line 10 of Form 8582	25a			
b	Enter the amount, if any, from line 14 of Form 8582	25b			
c	Add lines 25a and 25b		25c		
26	Subtract line 25c from line 24		26		
27	Enter the tax attributable to the amount on line 26 (see instructions)		27		
28	Enter the amount, if any, from line 18		28		
29	Subtract line 28 from line 27			29	
30	Enter the **smaller** of line 20 or line 29			30	

Part IV **Special Allowance for Low-Income Housing Credits for Property Placed in Service After 1989**

Note: *Complete this part only if you have an amount on line 3c. Otherwise, go to Part V.*

31	If you completed Part III, enter the amount from line 19. Otherwise, subtract line 16 from line 7	31	
32	Enter the amount from line 30	32	
33	Subtract line 32 from line 31. If zero, enter -0- here and on line 36	33	
34	Enter the **smaller** of line 3c or line 33	34	
35	Tax attributable to the remaining special allowance (see instructions)	35	
36	Enter the **smaller** of line 34 or line 35	36	

Part V **Passive Activity Credit Allowed**

37	**Passive Activity Credit Allowed.** Add lines 6, 16, 30, and 36. See instructions to find out how to report the allowed credit on your tax return and how to allocate allowed and unallowed credits if you have more than one credit or credits from more than one activity. If you have any credits from a publicly traded partnership, see **Publicly Traded Partnerships (PTPs)** in the instructions.	37	0.

Part VI **Election To Increase Basis of Credit Property**

38 If you disposed of your entire interest in a passive activity or former passive activity in a fully taxable transaction, and you elect to increase your basis in credit property used in that activity by the unallowed credit that reduced your basis in the property, check this box. See instructions ▶ ☐

39 Name of passive activity disposed of ▶

40 Description of the credit property for which the election is being made ▶

41 Amount of unallowed credit that reduced your basis in the property ▶ $

ALTERNATIVE MINIMUM TAX

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

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

OMB No. 1545-1008

2011

Attachment Sequence No. **88**

Name(s) shown on return | Identifying number

SIMON BERNSTEIN | 371-32-5211

Part I 2011 Passive Activity Loss Caution: *Complete Worksheets 1, 2, and 3 before completing Part I.*

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

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

Commercial Revitalization Deductions From Rental Real Estate Activities

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

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	11.	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	<310.>	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c	<9,785.>	
d	Combine lines 3a, 3b, and 3c		3d	<10,084.>
4	Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used		4	<10,084.>

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

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

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

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

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

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

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

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

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

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	11.
16	**Total losses allowed from all passive activities for 2011.** Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return SEE STATEMENT 39	16	11.

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

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

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

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

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

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

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 3				
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶	11.	<310.>	<9,785.>		

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

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

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

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET	5	
Total ▶		10,084.	1.000000000	10,084.

Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET 6		
Total ▶		80.	80.	

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

Name of activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶	SEE ATTACHED STATEMENT FOR WORKSHEET 7				
Total ▶	OVERALL	10,014.	1.0000000	10,004.	10.

Form 8582 (2011)

Form **8903**
(Rev. December 2010)
Department of the Treasury
Internal Revenue Service

Domestic Production Activities Deduction

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

OMB No. 1545-1984

Attachment Sequence No. 143

Name(s) as shown on return: SIMON BERNSTEIN

Identifying number: 371-32-5211

			(a) Oil-related production activities	(b) All activities
	Note. Do not complete column (a), unless you have oil-related production activities. Enter amounts for all activities in column (b), including oil-related production activities.			
1	Domestic production gross receipts (DPGR)	1	5.	4,414.
2	Allocable cost of goods sold. If you are using the small business simplified overall method, skip lines 2 and 3	2		2,178.
3	Enter deductions and losses allocable to DPGR (see instructions)	3	5.	2,357.
4	If you are using the small business simplified overall method, enter the amount of cost of goods sold and other deductions or losses you ratably apportion to DPGR. All others, skip line 4	4		
5	Add lines 2 through 4	5	5.	4,535.
6	Subtract line 5 from line 1	6	0.	<121.>
7	Qualified production activities income from estates, trusts, and certain partnerships and S corporations (see instructions)	7		
8	Add lines 6 and 7. Estates and trusts, go to line 9, all others, skip line 9 and go to line 10	8		<121.>
9	Amount allocated to beneficiaries of the estate or trust (see instructions)	9		
10a	**Oil-related qualified production activities income.** Estates and trusts, subtract line 9, column (a), from line 8, column (a), all others, enter amount from line 8, column (a). If zero or less, enter -0- here	10a	0.	
b	**Qualified production activities income.** Estates and trusts, subtract line 9, column (b), from line 8, column (b), all others, enter amount from line 8, column (b). If zero or less, enter -0- here, skip lines 11 through 21, and enter -0- on line 22	10b		0.
11	Income limitation (see instructions): • Individuals, estates, and trusts. Enter your adjusted gross income figured without the domestic production activities deduction • All others. Enter your taxable income figured without the domestic production activities deduction (tax-exempt organizations, see instructions)	11		
12	Enter the smaller of line 10b or line 11. If zero or less, enter -0- here, skip lines 13 through 21, and enter -0- on line 22	12		
13	Enter 9% of line 12	13		
14a	Enter the smaller of line 10a or line 12	14a		
b	Reduction for oil-related qualified production activities income. Multiply line 14a by 3%	14b		
15	Subtract line 14b from line 13	15		
16	Form W-2 wages (see instructions)	16		
17	Form W-2 wages from estates, trusts, and certain partnerships and S corporations (see instructions)	17		
18	Add lines 16 and 17. Estates and trusts, go to line 19, all others, skip line 19 and go to line 20	18		
19	Amount allocated to beneficiaries of the estate or trust (see instructions)	19		
20	Estates and trusts, subtract line 19 from line 18, all others, enter amount from line 18	20		
21	Form W-2 wage limitation. Enter 50% of line 20	21		
22	Enter the smaller of line 15 or line 21	22		0.
23	Domestic production activities deduction from cooperatives. Enter deduction from Form 1099-PATR, box 6	23		
24	Expanded affiliated group allocation (see instructions)	24		
25	**Domestic production activities deduction.** Combine lines 22 through 24 and enter the result here and on Form 1040, line 35; Form 1120, line 25; or the applicable line of your return	25		0.

Qualified Production Activity Income Schedule

Name: SIMON BERNSTEIN

Identifying Number: 371-32-5211

Description	Domestic Production Gross Receipts (DPGR)	DPGR Ratio	Directly Allocable Expenses		Apportioned Expenses	Interest Expense Allocation/ Apportionment			Total Qualified Expenses	Qualified Production Activity Income
			Costs of Goods Sold	Other Costs		Allocable Assets	Assets Ratio	Interest Expense		
BERNSTEIN FAMILY INVESTMENTS LLLP	0.		0.	636.	0.				0.	0.
BERNSTEIN FAMILY INVESTMENTS LLLP	4,368.	.030495	2,160.	1,672.	90.	1,124,048.	1	297.	4,219.	149.
BERNSTEIN HOLDINGS LLC	5.	.000035	0.	6.	0.				5.	0.
BERNSTEIN HOLDINGS LLC	38.	.000265	21.	17.	0.	13,191.	1	3.	38.	0.
ELIOT BERNSTEIN FAMILY TRUST	1.	.000007	0.	0.	0.				0.	1.
JILL IANTONI FAMILY TRUST	0.		1.	0.	0.				0.	0.
JILL IANTONI FAMILY TRUST	1.	.000007	0.	1.	0.				1.	0.
LISA S FRIEDSTEIN FAMILY TRUST	1.	.000007	0.	0.	0.				0.	1.
NON-QUALIFIED ACTIVITIES	138,823.	.969184			0.				0.	
TOTAL	143,237.	1	2,182.	2,332.	90.	1,137,239.	1	300.	4,263.	
TOTAL FROM QUALIFIED ACTIVITIES	4,414.	.030816	2,182.	2,332.	90.	1,137,239.	1	300.	4,535.	<121.>

Form **8948** (Rev. December 2011)

Department of the Treasury
Internal Revenue Service

Preparer Explanation for Not Filing Electronically

▶ Attach to taxpayer's Form 1040, 1040A, 1040EZ, or Form 1041.

OMB No. 1545-2200

Attachment Sequence No. **173**

Name(s) on tax return	Taxpayer's identifying number
SIMON BERNSTEIN	371-32-5211

Three out of four taxpayers now use IRS e-file. Go to *www.irs.gov/efile* for details on using IRS e-file. The benefits of electronic filing include the following:

- Faster refunds
- More accurate returns
- Secure transmissions
- Easier filing method
- E-payment options
- Receipt acknowledged

Check the applicable box to indicate the reason this return is not being filed electronically. Do not check more than one box.

1 [X] Taxpayer chose to file this return on paper.

2 [ ] The preparer received a waiver from the requirement to electronically file the tax return.

Waiver Reference Number _____ Approval Letter Date _____

3 [ ] The preparer is a member of a recognized religious group that is conscientiously opposed to filing electronically.

4 [ ] This return was rejected by IRS *e-file* and the reject condition could not be resolved.

Reject code: _____ Number of attempts to resolve reject: _____

5 [ ] The preparer's e-file software package does not support Form _____ or Schedule _____ attached to this return.

6 Check the box that applies and provide additional information if requested.

a [ ] The preparer is ineligible to file electronically because IRS *e-file* does not accept foreign preparers without social security numbers who live and work abroad.

b [ ] The preparer is ineligible to participate in IRS *e-file*.

c [ ] Other: Describe below the circumstances that prevented the preparer from filing this return electronically.

Form 1116 **U.S. and Foreign Source Income Summary**

NAME

SIMON BERNSTEIN 371-32-5211

INCOME TYPE	TOTAL	U.S.	FOREIGN PASSIVE
Compensation			
Dividends/Distributions	18,347.	18,347.	
Interest	58,450.	58,450.	
Capital Gains	20,647.	20,647.	
Business/Profession	101,771.	101,771.	
Rent/Royalty	36.		36.
State/Local Refunds			
Partnership/S Corporation SEE STATEMENT 40		<261.>	261.
Trust/Estate SEE STATEMENT 41		<1.>	1.
Other Income	24,312.	24,312.	
Gross Income	223,563.	223,265.	298.
Less:			
Section 911 Exclusion			
Capital Losses	23,647.	23,647.	
Capital Gains Tax Adjustment			
Total Income - Form 1116	199,916.	199,618.	298.
Deductions:			
Business/Profession Expenses	101,771.	101,771.	
Rent/Royalty Expenses			
Partnership/S Corporation Losses	28,562.	28,562.	
Trust/Estate Losses			
Capital Losses			
Non-capital Losses			
Individual Retirement Account			
Moving Expenses			
Self-employment Tax Deduction			
Self-employment Health Insurance			
Keogh Contributions			
Alimony			
Forfeited Interest			
Foreign Housing Deduction			
Other Adjustments			
Capital Gains Tax Adjustment			
Total Deductions	130,333.	130,333.	
Adjusted Gross Income	69,583.	69,285.	298.
Less Itemized Deductions:			
Specifically Allocated	862.	862.	
Home Mortgage Interest	18,656.	18,656.	
Other Interest	22.	22.	
Ratably Allocated	49,047.	48,982.	65.
Total Adjustments to Adjusted Gross Income	68,587.	68,522.	65.
Taxable Income Before Exemptions	996.	763.	233.

Form 1116 **Allocation of Itemized Deductions**

NAME

SIMON BERNSTEIN 371-32-5211

	Total Itemized Deductions	Itemized Deductions After Sec. 68 Reduction	Form 1116		
			Specifically U.S.	Specifically Foreign	Ratable
Taxes	44,707.				44,707.
Interest - Not Including Investment Interest	18,656.		18,656.		
Contributions	862.		862.		
Miscellaneous Deductions Subject to 2%	4,340.				4,340.
Other Miscellaneous Deductions - Not Including Gambling Losses					
Foreign Adjustment					
Total Itemized Deductions Subject to Sec. 68	68,565.				
Add Itemized Deductions Not Subject to Sec. 68:					
Medical/Dental					
Investment Interest	22.		22.		
Casualty Losses					
Gambling Losses					
Foreign Adjustment					
Total Itemized Deductions	68,587.				
Total Allowed on Schedule A			19,540.		49,047.

127871
05-01-11

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

NAME

SIMON BERNSTEIN 371-32-5211

Foreign Income Category PASSIVE INCOME

Regular	2006	2007	2008	2009	2010	2011
1. Foreign tax paid/accrued						2.
2. FTC carryback to 2011 for amended returns						
3. Reduction allocated to excluded income						
4. Foreign tax available						2.
5. Maximum credit allowable						0.
6. Unused foreign tax (+) or excess of limit (-)					<516.>	2.
7. Foreign tax carryback					2.	2.
8. Foreign tax carryforward						
9. Less treaty adjustment						
10. Foreign tax or excess limit remaining					<514.>	
Total foreign taxes from all available years to be carried to next year						

	2001	2002	2003	2004	2005
1. Foreign tax paid/accrued					
2. FTC carryback to 2011 for amended returns					
3. Reduction allocated to excluded income					
4. Foreign tax available					
5. Maximum credit allowable					
6. Unused foreign tax (+) or excess of limit (-)					
7. Foreign tax carryback					
8. Foreign tax carryforward					
9. Less treaty adjustment					
10. Foreign tax or excess limit remaining					

NAME

SIMON BERNSTEIN 371-32-5211

Foreign Income Category PASSIVE INCOME

AMT

	2006	2007	2008	2009	2010	2011
1. Foreign tax paid/accrued						2.
2. FTC carryback to 2011 for amended returns						
3. Reduction allocated to excluded income						
4. Foreign tax available						2.
5. Maximum credit allowable						0.
6. Unused foreign tax (+) or excess of limit (-)					124.	2.
7. Foreign tax carryback						
8. Foreign tax carryforward						
9. Less treaty adjustment						
10. Foreign tax or excess limit remaining					124.	2.
Total foreign taxes from all available years to be carried to next year						126.

	2001	2002	2003	2004	2005
1. Foreign tax paid/accrued					
2. FTC carryback to 2011 for amended returns					
3. Reduction allocated to excluded income					
4. Foreign tax available					
5. Maximum credit allowable					
6. Unused foreign tax (+) or excess of limit (-)					
7. Foreign tax carryback					
8. Foreign tax carryforward					
9. Less treaty adjustment					
10. Foreign tax or excess limit remaining					

FORM 1040 PENSIONS AND ANNUITIES STATEMENT 1

JOHN HANCOCK LIFE INS CO

AMOUNT RECEIVED THIS YEAR	3,599.	
NONTAXABLE AMOUNT		
CAPITAL GAIN DISTRIBUTION REPORTED ON SCH D		
		3,599.
TOTAL INCLUDED IN FORM 1040, LINE 16B		3,599.

FORM 1040 SOCIAL SECURITY BENEFITS WORKSHEET STATEMENT 2

CHECK ONLY ONE BOX:
X A. SINGLE, HEAD OF HOUSEHOLD, OR QUALIFYING WIDOW(ER)
B. MARRIED FILING JOINTLY
C. MARRIED FILING SEPARATELY AND LIVED WITH YOUR SPOUSE AT ANY TIME DURING 2011
D. MARRIED FILING SEPARATELY AND LIVED APART FROM YOUR SPOUSE FOR ALL OF 2011

1.	ENTER THE TOTAL AMOUNT FROM BOX 5 OF ALL YOUR FORMS SSA-1099 AND RRB-1099. ALSO, ENTER THIS AMOUNT ON FORM 1040, LINE 20A.	24,368.
	IF YOU CHECKED BOX B: TAXPAYER AMOUNT . . SPOUSE AMOUNT . . .	
2.	ENTER ONE HALF OF LINE 1	12,184.
3.	ADD THE AMOUNTS ON FORM 1040, LINE 7, 8B, 9A, 10 THRU 14, 15B, 16B, 17 THRU 19, 21 AND SCHEDULE B, LINE 2. DO NOT INCLUDE ANY AMOUNTS FROM BOX 5 OF FORMS SSA-1099 OR RRB-1099	74,490.
4.	ENTER THE AMOUNT OF ANY EXCLUSIONS FROM FOREIGN EARNED INCOME, FOREIGN HOUSING, INCOME FROM U.S. POSSESSIONS, OR INCOME FROM PUERTO RICO BY BONA FIDE RESIDENTS OF PUERTO RICO THAT YOU CLAIMED	
5.	ADD LINES 2, 3, AND 4.	86,674.
6.	ADD THE AMOUNTS ON FORM 1040, LINES 23 THROUGH LINE 32, AND ANY WRITE-IN ADJUSTMENTS YOU ENTERED ON THE DOTTED LINE NEXT TO LINE 36.	0.
7.	SUBTRACT LINE 6 FROM LINE 5	86,674.
8.	ENTER: $25,000 IF YOU CHECKED BOX A OR D, OR $32,000 IF YOU CHECKED BOX B, OR $-0- IF YOU CHECKED BOX C.	25,000.
9.	IS THE AMOUNT ON LINE 8 LESS THAN THE AMOUNT ON LINE 7? [ ] NO. STOP. NONE OF YOUR SOCIAL SECURITY BENEFITS ARE TAXABLE. ENTER -0- ON FORM 1040, LINE 20B. IF YOU ARE MARRIED FILING SEPARATELY AND YOU LIVED APART FROM YOUR SPOUSE FOR ALL OF 2011, BE SURE YOU ENTERED 'D' TO THE RIGHT OF THE WORD "BENEFITS" ON LINE 20A.	
	[X] YES. SUBTRACT LINE 8 FROM LINE 7	61,674.
10.	ENTER $9,000 IF YOU CHECKED BOX A OR D, $12,000 IF YOU CHECKED BOX B $-0- IF YOU CHECKED BOX C	9,000.
11.	SUBTRACT LINE 10 FROM LINE 9. IF ZERO OR LESS, ENTER -0-.	52,674.
12.	ENTER THE SMALLER OF LINE 9 OR LINE 10	9,000.
13.	ENTER ONE HALF OF LINE 12.	4,500.
14.	ENTER THE SMALLER OF LINE 2 OR LINE 13	4,500.
15.	MULTIPLY LINE 11 BY 85% (.85). IF LINE 11 IS ZERO, ENTER -0-	44,773.
16.	ADD LINES 14 AND 15.	49,273.
17.	MULTIPLY LINE 1 BY 85% (.85)	20,713.
18.	TAXABLE BENEFITS. ENTER THE SMALLER OF LINE 16 OR LINE 17 * ALSO ENTER THIS AMOUNT ON FORM 1040, LINE 20B	20,713.

FORM 1040 TAX-EXEMPT INTEREST STATEMENT 3

NAME OF PAYER	AMOUNT
TAX EXEMPT INTEREST	17,018.
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	8,509.
FROM K-1 - BERNSTEIN HOLDINGS LLC	83.
FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST	2.
FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST	2.
FROM K-1 - JILL IANTONI FAMILY TRUST	1.
FROM K-1 - JILL IANTONI FAMILY TRUST	1.
FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST	2.
FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST	2.
TOTAL TO FORM 1040, LINE 8B	25,620.

FORM 1040 QUALIFIED DIVIDENDS STATEMENT 4

NAME OF PAYER	ORDINARY DIVIDENDS	QUALIFIED DIVIDENDS
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	18,152.	13,155.
FROM K-1 - BERNSTEIN HOLDINGS LLC	184.	129.
FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST	3.	3.
FROM K-1 - JILL IANTONI FAMILY TRUST	4.	2.
FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST	4.	3.
TOTAL INCLUDED IN FORM 1040, LINE 9B		13,292.

FORM 1040 FEDERAL INCOME TAX WITHHELD STATEMENT 5

T S	DESCRIPTION	AMOUNT
T	JOHN HANCOCK LIFE INS CO	360.
	TOTAL TO FORM 1040, LINE 62	360.

SCHEDULE A MISCELLANEOUS DEDUCTIONS SUBJECT TO FLOOR STATEMENT 6

DESCRIPTION	AMOUNT
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	354.
FROM K-1 - BERNSTEIN HOLDINGS LLC	3.
FROM K-1 - TT/ SIMON L BERNSTEIN IRREV TR	5,375.
TOTAL TO SCHEDULE A, LINE 23	5,732.

SCHEDULE A POINTS NOT REPORTED ON FORM 1098 STATEMENT 7

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

SCHEDULE A CASH CONTRIBUTIONS STATEMENT 8

DESCRIPTION	AMOUNT 50% LIMIT	AMOUNT 30% LIMIT
FROM K-1 - LIC HOLDINGS INC	862.	
SUBTOTALS	862.	
TOTAL TO SCHEDULE A, LINE 16		862.

SCHEDULE A INVESTMENT INTEREST STATEMENT 9

DESCRIPTION	AMOUNT
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	22.
TOTAL TO SCHEDULE A, LINE 14	22.

SCHEDULE A MEDICAL AND DENTAL EXPENSES STATEMENT 10

DESCRIPTION	AMOUNT
MEDICARE PREMIUMS WITHHELD	4,724.
TOTAL TO SCHEDULE A, LINE 1	4,724.

SCHEDULE A GENERAL SALES TAX DEDUCTION WORKSHEET STATEMENT 11

1	ENTER YOUR STATE GENERAL SALES TAXES FROM THE APPLICABLE TABLE. FLORIDA IF, FOR ALL OF 2011, YOU LIVED ONLY IN CONNECTICUT, THE DISTRICT OF COLUMBIA, INDIANA, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, NEW JERSEY, RHODE ISLAND, OR WEST VIRGINIA, SKIP LINES 2 THROUGH 5, ENTER -0- ON LINE 6, AND GO TO LINE 7. OTHERWISE, GO TO LINE 2.		856.
2	DID YOU LIVE IN ALASKA, ARIZONA, ARKANSAS, CALIFORNIA (LOS ANGELES COUNTY ONLY), COLORADO, GEORGIA, ILLINOIS, LOUISIANA, MISSOURI, NEW YORK STATE, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE, UTAH, OR VIRGINIA IN 2011? IF NO, ENTER -0-. IF YES, ENTER YOUR LOCAL GENERAL SALES TAXES FROM THE APPLICABLE TABLE.	0.	
3	DID YOUR LOCALITY IMPOSE A LOCAL GENERAL SALES TAX IN 2011? RESIDENTS OF CALIFORNIA AND NEVADA SEE INSTRUCTIONS. IF NO, SKIP LINES 3 THROUGH 5, ENTER -0- ON LINE 6 AND GO TO LINE 7. IF YES, ENTER YOUR LOCAL GENERAL SALES TAX RATE, BUT OMIT PERCENTAGES. BOCA RATON		
4	DID YOU ENTER -0- ON LINE 2 ABOVE? IF NO, SKIP LINES 4 AND 5 AND GO TO LINE 6. IF YES, ENTER YOUR STATE GENERAL SALES TAX RATE, BUT OMIT PERCENTAGES.	6.0000	
5	DIVIDE LINE 3 BY LINE 4. ENTER THE RESULT AS A DECIMAL (ROUNDED TO AT LEAST THREE PLACES).	.0000	
6	DID YOU ENTER -0- ON LINE 2 ABOVE? IF NO, MULTIPLY LINE 2 BY LINE 3. IF YES, MULTIPLY LINE 1 BY LINE 5.		0.
6A	ADD LINE 1 AND LINE 6.		856.
6B	PART-YEAR DAYS RATE.		1.000000
6C	MULTIPLY LINE 6A BY LINE 6B.		856.
7	ENTER YOUR GENERAL SALES TAXES PAID ON SPECIFIED ITEMS, IF ANY.		
8	DEDUCTION FOR GENERAL SALES TAXES. ADD LINES 6C AND 7. ENTER THE RESULT HERE AND ON SCHEDULE A, LINE 5 AND CHECK BOX "B" ON THAT LINE.		856.

SCHEDULE B TAX-EXEMPT INTEREST STATEMENT 12

NAME OF PAYER	AMOUNT
FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST	2.
FROM K-1 - JILL IANTONI FAMILY TRUST	1.
FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST	2.
TOTAL TAX-EXEMPT INTEREST TO SCHEDULE B, LINE 1	5.

SCHEDULE D NET LONG-TERM GAIN OR LOSS FROM FORMS 4797, 2439, 6252, 4684, 6781 AND 8824 STATEMENT 13

DESCRIPTION OF PROPERTY	GAIN OR LOSS	28% GAIN
FORM 4797	10.	
TOTAL TO SCHEDULE D, PART II, LINE 11	10.	

SCHEDULE D NET SHORT-TERM GAIN OR LOSS FROM PARTNERSHIPS, S CORPORATIONS, AND FIDUCIARIES STATEMENT 14

DESCRIPTION OF ACTIVITY	GAIN OR LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	<1,134.>
BERNSTEIN HOLDINGS LLC	<11.>
ELIOT BERNSTEIN FAMILY TRUST	<1.>
JILL IANTONI FAMILY TRUST	<1.>
TOTAL TO SCHEDULE D, PART I, LINE 5	<1,147.>

SCHEDULE D NET LONG-TERM GAIN OR LOSS FROM PARTNERSHIPS, S CORPORATIONS, AND FIDUCIARIES STATEMENT 15

DESCRIPTION OF ACTIVITY	GAIN OR LOSS	28% GAIN
BERNSTEIN FAMILY INVESTMENTS LLLP	20,425.	
BERNSTEIN HOLDINGS LLC	200.	
ELIOT BERNSTEIN FAMILY TRUST	4.	
JILL IANTONI FAMILY TRUST	4.	
LISA S FRIEDSTEIN FAMILY TRUST	4.	
TOTAL TO SCHEDULE D, PART II, LINE 12	20,637.	

SCHEDULE D CAPITAL LOSS CARRYOVER STATEMENT 16

1.	ENTER THE AMOUNT FROM FORM 1040, LINE 41	996.
2.	ENTER THE LOSS FROM SCHEDULE D, LINE 21, AS A POSITIVE AMOUNT.	3,000.
3.	COMBINE LINES 1 AND 2. IF ZERO OR LESS, ENTER -0-	3,996.
4.	ENTER THE SMALLER OF LINE 2 OR LINE 3	3,000.
5.	ENTER THE LOSS FROM SCHEDULE D, LINE 7, AS A POSITIVE AMOUNT	143,495.
6.	ENTER THE GAIN, IF ANY, FROM SCHEDULE D, LINE 15	
7.	ADD LINES 4 AND 6	3,000.
8.	SHORT-TERM CAPITAL LOSS CARRYOVER TO NEXT YEAR. SUBTRACT LINE 7 FROM LINE 5. IF ZERO OR LESS, ENTER -0-	140,495.
9.	ENTER THE LOSS FROM SCHEDULE D, LINE 15, AS A POSITIVE AMOUNT.	101,811.
10.	ENTER THE GAIN, IF ANY, FROM SCHEDULE D, LINE 7	
11.	SUBTRACT LINE 5 FROM LINE 4. IF ZERO OR LESS, ENTER -0-	
12.	ADD LINES 10 AND 11	
13.	LONG-TERM CAPITAL LOSS CARRYOVER TO NEXT YEAR. SUBTRACT LINE 12 FROM LINE 9. IF ZERO OR LESS, ENTER -0-	101,811.

SCHEDULE E INCOME OR (LOSS) FROM PARTNERSHIPS AND S CORPS STATEMENT 17

NAME / EMPLOYER ID NO.	ANY NOT AT RISK	X IF FRN	CODE	PASSIVE LOSS	PASSIVE INCOME	NONPASSIVE LOSS	SEC. 179 DEDUCTION	NONPASSIVE INCOME
			P			0.		
LIC HOLDINGS INC 20-5290314			S			28,552.		
BERNSTEIN FAMILY INVESTMENTS LLLP 26-2124343			P	10.				
BERNSTEIN FAMILY INVESTMENTS LLLP 26-2124343			P	0.				
BERNSTEIN HOLDINGS LLC 32-0234597			P	0.				
BERNSTEIN HOLDINGS LLC 32-0234597			P	0.				
TOTALS TO SCH. E, LN. 29				10.		28,552.		

SCHEDULE E INCOME OR (LOSS) FROM ESTATES AND TRUSTS STATEMENT 18

NAME	EMPLOYER ID NO.	PASSIVE LOSS	PASSIVE INCOME	NONPASSIVE LOSS	NONPASSIVE INCOME
TT/ SIMON L BERNSTEIN IRREV TR	51-6600239	0.			
ELIOT BERNSTEIN FAMILY TRUST	65-6477114	0.			
ELIOT BERNSTEIN FAMILY TRUST	65-6477114	0.			
JILL IANTONI FAMILY TRUST	65-6477115	0.			
JILL IANTONI FAMILY TRUST	65-6477115	0.			
LISA S FRIEDSTEIN FAMILY TRUST	65-6477116	0.			
LISA S FRIEDSTEIN FAMILY TRUST	65-6477116	0.			
TOTALS TO SCHEDULE E, LINE 34		0.			

FORM 1116 SUMMARY OF FOREIGN TAXES PAID OR ACCRUED STATEMENT 19

PASSIVE INCOME

NAME OF COUNTRY IMPOSING TAX

DATE PAID	DATE ACCRUED	AMT/FOREIGN CURRENCY	AMOUNT IN U.S. DOLLARS DIVIDENDS	RENT/ROYALTY	INTEREST	OTHER
OTHER COUNTRIES		0.				1.
VARIOUS						
VARIOUS		0.				1.
						2.

TOTAL TO FORM 1116, PART II, LINE 8 2.

PRIOR YEAR TAXES PAID IN THE CURRENT YEAR:

	FOREIGN AMT	CONV. RATE	U.S. AMT
2010			
2009			
2008			
2007			
2006			
TOTAL PRIOR YEAR TAXES PAID IN THE CURRENT YEAR			

FORM 6251 PASSIVE ACTIVITIES STATEMENT 20

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	REGULAR	ADJUSTMENT
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	10.	10.	
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	<10.>	<10.>	
TOTAL TO FORM 6251, LINE 19				

FORM 1116 ALTERNATIVE MINIMUM TAX FOREIGN TAX CREDIT CARRYOVER/CARRYBACK STATEMENT 21

PASSIVE INCOME

YEAR OF CREDIT	TOTAL FOREIGN TAXES PAID	FOREIGN TAX CR CLAIMED	BALANCE AVAILABLE
2010 ALT. MIN. TAX CREDIT	124.	0.	124.
2009 ALT. MIN. TAX CREDIT	222.	0.	0.
2008 ALT. MIN. TAX CREDIT	886.	886.	0.
2007 ALT. MIN. TAX CREDIT	911.	911.	0.
2006 ALT. MIN. TAX CREDIT	1,006.	1,006.	0.
2005 ALT. MIN. TAX CREDIT	105.	105.	0.
2004 ALT. MIN. TAX CREDIT	273.	0.	0.
2003 ALT. MIN. TAX CREDIT	40.	40.	0.
2002 ALT. MIN. TAX CREDIT	0.	0.	0.
2001 ALT. MIN. TAX CREDIT	0.	0.	0.
FOREIGN TAX CR CARRYBACK TO 2011			0.
TOTAL TO FORM 1116 (AMT), PART III, LINE 10			124.

FORM 4952 INVESTMENT INTEREST EXPENSE STATEMENT 22

DESCRIPTION	CURRENT	CARRYOVER
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	22.	
TOTALS TO FORM 4952, LINES 1 AND 2	22.	

FORM 4952 INCOME FROM PROPERTY HELD FOR INVESTMENT STATEMENT 23

DESCRIPTION	AMOUNT
INTEREST INCOME	58,450.
DIVIDEND INCOME	18,347.
BERNSTEIN FAMILY INVESTMENTS LLLP - ROYALTY	36.
TOTAL TO FORM 4952, LINE 4A	76,833.

FORM 4952 INVESTMENT EXPENSES STATEMENT 24

DESCRIPTION	AMOUNT
SCHEDULE A DEDUCTIONS	4,340.
TOTAL TO FORM 4952, LINE 5	4,340.

FORM 4952 INVESTMENT INTEREST EXPENSE DEDUCTION SUMMARY STATEMENT 25

NAME	FORM OR SCHEDULE	INVESTMENT INTEREST EXPENSE	INVESTMENT INTEREST EXPENSE C/O	DISALLOWED INVESTMENT INTEREST EXPENSE	ALLOWED INVESTMENT INTEREST EXPENSE
FROM K-1 - BERNSTEIN F	SCH A	22.	0.	0.	22.
TOTALS		22.	0.	0.	22.

FORM 4952AMT INVESTMENT INTEREST EXPENSE STATEMENT 26

DESCRIPTION	CURRENT	CARRYOVER
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	22.	
TOTALS TO FORM 4952AMT, LINES 1 AND 2	22.	

FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 27

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	11.	<1,601.>	<6,064.>		<7,654.>
BERNSTEIN FAMILY INVESTMENTS LLLP	0.	0.	<6,064.>		<6,064.>
BERNSTEIN HOLDINGS LLC	0.	<16.>	<52.>		<68.>
BERNSTEIN HOLDINGS LLC	0.	0.	<57.>		<57.>
JILL IANTONI FAMILY TRUST	0.	0.	<9.>		<9.>
TOTALS	11.	<1,617.>	<12,246.>		<13,852.>

FORM 8582 ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5 STATEMENT 28

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	7,654.	.552555588	7,654.
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	6,064.	.437770719	6,064.
BERNSTEIN HOLDINGS LLC	SCH E	68.	.004909038	68.
BERNSTEIN HOLDINGS LLC	SCH E	57.	.004114929	57.
JILL IANTONI FAMILY TRUST	FORM 4797	9.	.000649726	9.
TOTALS		13,852.	1.000000000	13,852.

FORM 8582 ALLOWED LOSSES - WORKSHEET 6 STATEMENT 29

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
BERNSTEIN HOLDINGS LLC	SCH E	68.	68.	
BERNSTEIN HOLDINGS LLC	SCH E	57.	57.	
JILL IANTONI FAMILY TRUST	FORM 4797	9.	9.	
TOTALS		134.	134.	

FORM 8582 ACTIVITIES WITH LOSSES REPORTED ON 2 OR MORE DIFFERENT FORMS OR SCHEDULES - WORKSHEET 7 STATEMENT 30

GROUP NO.	NAME	FORM OR SCHEDULE NET LOSS	FORM OR SCHEDULE NET GAIN	OVERALL LOSS	RATIO	UNALLOWED LOSS	ALLOWED LOSS
1	BERNSTEIN FAMILY INVESTMENTS	1.	11.				
1	BERNSTEIN FAMILY INVESTMENTS	7,664.		7,664.	1.000000000	7,654.	10.
				7,664.	1.000000000	7,654.	10.
2	BERNSTEIN FAMILY INVESTMENTS	1.		1.	.000164908	1.	
2	BERNSTEIN FAMILY INVESTMENTS	6,063.		6,063.	.999835092	6,063.	
				6,064.	1.000000000	6,064.	

FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 31

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	11.	<1.>	10.		
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	<1,601.>	<6,063.>	<7,664.>	7,654.	10.
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	0.	<1.>	<1.>	1.	
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	0.	<6,063.>	<6,063.>	6,063.	
BERNSTEIN HOLDINGS LLC	SCH E	<16.>	<52.>	<68.>	68.	
BERNSTEIN HOLDINGS LLC	SCH E	0.	<57.>	<57.>	57.	
JILL IANTONI FAMILY TRUST	FORM 4797	0.	<9.>	<9.>	9.	
TOTALS		<1,606.>	<12,246.>	<13,852.>	13,852.	10.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						1.
TOTAL TO FORM 8582, LINE 16						11.

FORM 8582-CR OTHER PASSIVE ACTIVITY CREDITS WORKSHEET 4 STATEMENT 32

NAME OF ACTIVITY	FROM FORM	CURRENT YEAR CREDITS	PRIOR YEAR UNALLOWED CREDITS	TOTAL CREDITS
BERNSTEIN FAMILY INVESTMENTS LLLP	CARRYOVER		1.	1.
	CARRYOVER		4.	4.
BERNSTEIN FAMILY INVESTMENTS LLLP	CARRYOVER		1.	1.
TOTALS			6.	6.

FORM 8582-CR ALLOCATION OF UNALLOWED CREDITS - WORKSHEET 8 STATEMENT 33

NAME OF ACTIVITY	FORM REPORTED ON	CREDITS	RATIO	UNALLOWED CREDITS
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 3800, LINE 33	1.	.166666667	1.
	FORM 3800, LINE 33	4.	.666666667	4.
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 3800, LINE 33	1.	.166666666	1.
TOTALS		6.	1.000000000	6.

FORM 8582-CR ALLOWED CREDITS - WORKSHEET 9 STATEMENT 34

NAME OF ACTIVITY	FORM REPORTED ON	CREDITS	UNALLOWED CREDITS	ALLOWED CREDITS
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 3800, LINE 33	1.	1.	0.
	FORM 3800, LINE 33	4.	4.	0.
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 3800, LINE 33	1.	1.	0.
TOTALS		6.	6.	0.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 35
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	11.	<307.>	<4,855.>		<5,151.>
BERNSTEIN FAMILY INVESTMENTS LLLP	0.	0.	<4,853.>		<4,853.>
BERNSTEIN HOLDINGS LLC	0.	<3.>	<42.>		<45.>
BERNSTEIN HOLDINGS LLC	0.	0.	<35.>		<35.>
TOTALS	11.	<310.>	<9,785.>		<10,084.>

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 36
ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	5,151.	.510809203	5,151.
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	4,853.	.481257438	4,853.
BERNSTEIN HOLDINGS LLC	SCH E	45.	.004462515	45.
BERNSTEIN HOLDINGS LLC	SCH E	35.	.003470844	35.
TOTALS		10,084.	1.000000000	10,084.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 37
ALLOWED LOSSES - WORKSHEET 6

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
BERNSTEIN HOLDINGS LLC	SCH E	45.	45.	
BERNSTEIN HOLDINGS LLC	SCH E	35.	35.	
TOTALS		80.	80.	

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 38
ACTIVITIES WITH LOSSES REPORTED ON 2 OR MORE DIFFERENT FORMS OR SCHEDULES - WORKSHEET 7

GROUP NO.	NAME	FORM OR SCHEDULE NET LOSS	FORM OR SCHEDULE NET GAIN	OVERALL LOSS	RATIO	UNALLOWED LOSS	ALLOWED LOSS
1	BERNSTEIN FAMILY INVESTMENTS	1.	11.				
1	BERNSTEIN FAMILY INVESTMENTS	5,161.		5,161.	1.000000000	5,151.	10.
				5,161.	1.000000000	5,151.	10.
2	BERNSTEIN FAMILY INVESTMENTS	1.		1.	.000206058	1.	

2 BERNSTEIN FAMILY INVESTMENTS	4,852.	4,852.	.999793942	4,852.	
		4,853.	1.000000000	4,853.	

FORM 8582AMT SUMMARY OF PASSIVE ACTIVITIES - AMT STATEMENT 39

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	11.	<1.>	10.		
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	<307.>	<4,854.>	<5,161.>	5,151.	10.
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	0.	<1.>	<1.>	1.	
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	0.	<4,852.>	<4,852.>	4,852.	
BERNSTEIN HOLDINGS LLC	SCH E	<3.>	<42.>	<45.>	45.	
BERNSTEIN HOLDINGS LLC	SCH E	0.	<35.>	<35.>	35.	
TOTALS		<299.>	<9,785.>	<10,084.>	10,084.	10.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						1.
TOTAL TO FORM 8582AMT, LINE 16						11.

FORM 1116 U.S. AND FOREIGN SOURCE INCOME SUMMARY STATEMENT 40
FOREIGN PARTNERSHIP/S-CORPORATION INCOME

DESCRIPTION	AMOUNT
BERNSTEIN HOLDINGS LLC	18.
BERNSTEIN FAMILY INVESTMENTS LLLP	243.
TOTAL FOREIGN PARTNERSHIP/S-CORPORATION INCOME	261.

FORM 1116 U.S. AND FOREIGN SOURCE INCOME SUMMARY STATEMENT 41
FOREIGN TRUST/ESTATE INCOME

DESCRIPTION	AMOUNT
JILL IANTONI FAMILY TRUST	1.
TOTAL FOREIGN TRUST/ESTATE INCOME	1.

FORM 1116 U.S. AND FOREIGN SOURCE INCOME SUMMARY STATEMENT 42
TOTAL PARTNERSHIP/S-CORPORATION INCOME/LOSS

DESCRIPTION	INCOME	LOSS
LIC HOLDINGS INC		<28,552.>
BERNSTEIN FAMILY INVESTMENTS LLLP		<10.>
TOTAL PARTNERSHIP/S-CORPORATION INCOME/LOSS		<28,562.>

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.
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

ARAGON CONDOMINIUM ASSOCIATION
2494 SOUTH OCEAN BLVD
BOCA RATON, FL 33432

CSI MANAGEMENT SERVICES

ARAGON

Invoice as of 6/30/2012

RE: 2494 S. Ocean Blvd # C5

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

Account #:	ACA000C5
Lot/Unit #:	C5
Bill Period:	3rd QUARTER 2012
Payment Due:	07/01/2012
Amount Due:	**$11,764.10**

Date	Description	Charges	Credits	Balance
	3rd QUARTER 2012			
	ASSESSMENT	$9,014.45		$9,014.45
	Decorating S/A	$647.22		$9,661.67
	CABLE FEES	$204.96		$9,866.63
	RESERVES	$749.82		$10,616.45
	ASSESSMENT LCA	$1,147.65		$11,764.10
Current Balance:				**$11,764.10**

Please detach the coupon at the bottom of the page and include it with your payment.

Should you have any questions please feel free to contact the accounting office at 954-308-4300 or ar@csimsi.com.

Thank you.

+ 2nd quarter $23,528.20

Make Checks Payable to: **ARAGON CONDOMINIUM ASSOCIATION**

Tear Along Perforation

RE: 2494 S. Ocean Blvd # C5

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

Account #:	ACA000C5
Lot/Unit #:	C5
Bill Period:	3rd QUARTER 2012
Payment Due:	07/01/2012
Amount Due:	**$11,764.10**

ARAGON CONDOMINIUM ASSOCIATION
c/o Popular Community Bank
PO BOX 521056
Miami, FL 33152

will pay rest on 7/1

Paid $11,764.10 on 6/26

BCSI 00000ACA ACA000C5 00000000 070120121176410117641O7

TS005245

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:

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Date of Issue 08/30/2012

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

Mail To:

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

VOID IF ALTERED

LIEN SATISFACTION

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 Boyd Walden
Director

Control Number 108063188

Julie L. Jones
Executive Director

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 mileage, 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

VOID IF ALTERED

TS005246

Robert Spallina

From: Prindle, Christopher R [christopher.r.prindle@jpmorgan.com]
Sent: Tuesday, April 09, 2013 7:14 PM
To: 'tbernstein@lifeinsuranceconcepts.com'; 'mrsflorida02@hotmail.com'
Cc: Robert Spallina; Jarvis, Joey
Subject: Re: Aragon Condo Fee's

Have requested the transfer. Thanks.

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, April 09, 2013 04:58 PM Eastern Standard Time
To: 'Deborah Bernstein' <mrsflorida02@hotmail.com>
Cc: ROBERT SPALLINA (rspallina@tescherspallina.com) <rspallina@tescherspallina.com>; Prindle, Christopher R
Subject: RE: Aragon Condo Fee's

Thank you Deborah.

Chris > I think we should probably transfer $10,000 more into Shirley's account so we will have sufficient funds for closing and other costs for St. Andrews expenses.

Thanks.

From: Deborah Bernstein [mailto:mrsflorida02@hotmail.com]
Sent: Tuesday, April 09, 2013 4:50 PM
To: Ted Bernstein
Subject: Aragon Condo Fee's
Importance: High

I spoke with Mark Diaz in the Aragon Condo office. He has confirmed the current balance **$37,423.84** owed to date. This charge includes the 4th quarter of 2012 and January (1st quarter) April(2nd quarter) 2013.

Thank you.

Deborah Bernstein - Author

Stylish Stella
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL33487
Tel: 561.988.8984
Toll Free: 800-448-0035
Fax: 561.988.0833
Email: Deborah@StylishStella.com

www.StylishStella.com

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Account Title	Post Date	Description	Credit($)	Debit($)	Notes
SHIRLEY BERNSTEIN	04/10/2013	WAC ORIG CO NAME:FPL DIRECT DEBIT EED:410 IND ID:6220 TELV IND NAME:SIMON BERNSTEIN		57.87	
SHIRLEY BERNSTEIN	04/10/2013	WAC ORIG CO NAME:FPL DIRECT DEBIT EED:410 IND ID:4323 TELV IND NAME:SIMON BERNSTEIN		411.15	
SHIRLEY BERNSTEIN	04/04/2013	CHECK TRAN DATE:20130404 POSTING DATE:20130404 CHECK NUMBER:142		676.00	
SHIRLEY BERNSTEIN	03/25/2013	CHECK TRAN DATE:20130325 POSTING DATE:20130325 CHECK NUMBER:140		900.00	
SHIRLEY BERNSTEIN	03/22/2013	CHECK TRAN DATE:20130322 POSTING DATE:20130322 CHECK NUMBER:141		713.96	
SHIRLEY BERNSTEIN	03/14/2013	CHECK TRAN DATE:20130314 POSTING DATE:20130314 CHECK NUMBER:139		773.95	
SHIRLEY BERNSTEIN	03/14/2013	FPL DIRECT DEBIT ELEC PYMT 6220 TELV TEL ID: 7775		177.15	
SHIRLEY BERNSTEIN	03/14/2013	FPL DIRECT DEBIT ELEC PYMT 4323 TELV TEL ID: 7775		2,109.64	
SHIRLEY BERNSTEIN	03/07/2013	CHECK TRAN DATE:20130307 POSTING DATE:20130307 CHECK NUMBER:138		664.67	
SHIRLEY BERNSTEIN	03/04/2013	CHECK TRAN DATE:20130304 POSTING DATE:20130304 CHECK NUMBER:135		82.95	
SHIRLEY BERNSTEIN	03/01/2013	OVERDRAFT INTEREST CHARGE 02 01 - 28,2013 BALANCE ON WHICH INTEREST IS COMPUTED: $1,209 EFFECTIVE RATE: 07.24% TRN: 70XO		6.81	
SHIRLEY BERNSTEIN	03/01/2013	CHECK TRAN DATE:20130301 POSTING DATE:20130301 CHECK NUMBER:136		3,070.41	
SHIRLEY BERNSTEIN	02/28/2013	CHECK TRAN DATE:20130228 POSTING DATE:20130228 CHECK NUMBER:137		762.29	
SHIRLEY BERNSTEIN	02/28/2013	CHECK # 134 FPL PAYMENT CTR BILL PYMT ARC ID: 5576		472.46	
SHIRLEY BERNSTEIN	02/21/2013	CHECK TRAN DATE:20130221 POSTING DATE:20130221 CHECK NUMBER:133		575.00	
SHIRLEY BERNSTEIN	02/20/2013	CHECK TRAN DATE:20130220 POSTING DATE:20130220 CHECK NUMBER:132		21,382.13	St. Andrews Club, #1504
SHIRLEY BERNSTEIN	02/20/2013	CHECK TRAN DATE:20130220 POSTING DATE:20130220 CHECK NUMBER:130		600.00	
SHIRLEY BERNSTEIN	02/19/2013	CHECK TRAN DATE:20130219 POSTING DATE:20130219 CHECK NUMBER:131		423.00	
SHIRLEY BERNSTEIN	02/08/2013	CHECK TRAN DATE:20130208 POSTING DATE:20130208 CHECK NUMBER:129		1,575.00	

TS005249

Account Title	Post Date	Description	Credit($)	Debit($)	Notes
SHIRLEY BERNSTEIN	02/05/2013	FUNDS TRANSFERRED FROM ASSET AC# W5000 TO DDA AC# 8117 AS REQUESTED	50,000.00		
SHIRLEY BERNSTEIN	02/05/2013	CHECK TRAN DATE:20130205 POSTING DATE:20130205 CHECK NUMBER:127		110.00	
SHIRLEY BERNSTEIN	02/05/2013	CHECK TRAN DATE:20130205 POSTING DATE:20130205 CHECK NUMBER:125		38.00	
SHIRLEY BERNSTEIN	02/04/2013	CHECK TRAN DATE:20130204 POSTING DATE:20130204 CHECK NUMBER:128		1,429.90	
SHIRLEY BERNSTEIN	02/01/2013	OVERDRAFT INTEREST CHARGE 01 01 - 31,2013 BALANCE ON WHICH INTEREST IS COMPUTED: $1,618 EFFECTIVE RATE: 07.24% TRN: 03XO		10.09	
SHIRLEY BERNSTEIN	01/31/2013	CHECK TRAN DATE:20130131 POSTING DATE:20130131 CHECK NUMBER:126		1,085.00	
SHIRLEY BERNSTEIN	01/25/2013	CHECK TRAN DATE:20130125 POSTING DATE:20130125 CHECK NUMBER:124		10,234.13	Remainder Property Tax
SHIRLEY BERNSTEIN	01/24/2013	FPL DIRECT DEBIT ELEC PYMT 6220 TELV TEL ID: 7775		79.26	
SHIRLEY BERNSTEIN	01/24/2013	FPL DIRECT DEBIT ELEC PYMT 4323 TELV TEL ID: 7775		471.73	
SHIRLEY BERNSTEIN	01/18/2013	CHECK TRAN DATE:20130118 POSTING DATE:20130118 CHECK NUMBER:122		423.00	
SHIRLEY BERNSTEIN	01/17/2013	CHECK TRAN DATE:20130117 POSTING DATE:20130117 CHECK NUMBER:123		30,000.00	Taxes for Si Properties
SHIRLEY BERNSTEIN	01/08/2013	CHECK TRAN DATE:20130108 POSTING DATE:20130108 CHECK NUMBER:121		255.00	
SHIRLEY BERNSTEIN	01/04/2013	CHECK TRAN DATE:20130104 POSTING DATE:20130104 CHECK NUMBER:119		700.00	
SHIRLEY BERNSTEIN	01/04/2013	FPL DIRECT DEBIT ELEC PYMT 6220 TELV TEL ID: 7775		122.71	
SHIRLEY BERNSTEIN	12/27/2012	FPL DIRECT DEBIT ELEC PYMT 4323 TELV TEL ID: 7775		449.36	
SHIRLEY BERNSTEIN	12/27/2012	PBC WATER UTILI WATER BILL 4908 PPD ID: 0785		418.17	
SHIRLEY BERNSTEIN	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:116		8,237.60	
SHIRLEY BERNSTEIN	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:117		595.05	
SHIRLEY BERNSTEIN	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:120		671.26	

TS005250

Account Title	Post Date	Description	Credit($)	Debit($)	Notes
SHIRLEY BERNSTEIN	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:114		2,855.80	
SHIRLEY BERNSTEIN	12/14/2012	CHECK TRAN DATE:20121214 POSTING DATE:20121214 CHECK NUMBER:113		272.00	
SHIRLEY BERNSTEIN	12/12/2012	CHECK TRAN DATE:20121212 POSTING DATE:20121212 CHECK NUMBER:110		11,764.10	Aragon Condo Assoc
SHIRLEY BERNSTEIN	12/11/2012	CHECK TRAN DATE:20121211 POSTING DATE:20121211 CHECK NUMBER:112		550.00	
SHIRLEY BERNSTEIN	11/30/2012	CHECK TRAN DATE:20121130 POSTING DATE:20121130 CHECK NUMBER:109		275.00	
SHIRLEY BERNSTEIN	11/30/2012	FPL DIRECT DEBIT ELEC PYMT 6220 TELV TEL ID: 7775		697.16	
SHIRLEY BERNSTEIN	11/30/2012	FPL DIRECT DEBIT ELEC PYMT 4323 TELV TEL ID: 7775		1,920.59	
SHIRLEY BERNSTEIN	11/29/2012	CHECK TRAN DATE:20121129 POSTING DATE:20121129 CHECK NUMBER:108		320.00	
SHIRLEY BERNSTEIN	11/16/2012	CHECK TRAN DATE:20121116 POSTING DATE:20121116 CHECK NUMBER:107		1,172.50	
SHIRLEY BERNSTEIN	11/08/2012	CHECK TRAN DATE:20121108 POSTING DATE:20121108 CHECK NUMBER:106		1,382.91	
SHIRLEY BERNSTEIN	11/08/2012	CHECK TRAN DATE:20121108 POSTING DATE:20121108 CHECK NUMBER:105		13,221.00	US Treasury, 2011 Form 1041
SHIRLEY BERNSTEIN	11/02/2012	FUNDS TRANSFERRED FROM PRN A/C# W5000 TO DDA A/C# 8117 AS REQUESTED	39,000.00		
SHIRLEY BERNSTEIN	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:104		735.00	
SHIRLEY BERNSTEIN	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:102		5,502.16	
SHIRLEY BERNSTEIN	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:103		690.00	
SHIRLEY BERNSTEIN	10/30/2012	CHECK TRAN DATE:20121030 POSTING DATE:20121030 CHECK NUMBER:101		11,996.75	
SHIRLEY BERNSTEIN	10/23/2012	FUNDS TRANSFERRED FROM PRN A/C# A0007 TO DDA A/C# 8117 AS REQUESTED	60,000.00		
			149,000.00	**144,119.67**	

*Source: Workstation data as of April 9, 2013

TS005251

Robert Spallina

From: Robert Spallina
Sent: Tuesday, April 16, 2013 10:43 AM
To: Ted Bernstein
Cc: Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Ted – I'm done with this matter. I have bent over backwards for YOU to try to keep things in order out of respect for your father and mother but your family has gotten to the point of completely dysfunctional and I do not need the aggravation in my life. Handle the insurance matter as you please (or as your in-laws please which seems to be the case). I cannot and will not help people that do not want to help themselves. Don is a much more patient man than I so he may continue to assist you but I will not. Sorry.

From: Adam Simon [mailto:asimon21@att.net]
Sent: Tuesday, April 16, 2013 10:31 AM
To: Robert Spallina
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

That will get you absolutely nowhere SIR.

I will speak to Ted and never to you AGAIN in my life!!

From: Robert Spallina <rspallina@tescherspallina.com>
To: adam simon <asimon21@att.net>
Cc: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>; David (Scooter) Simon <dsimon@stpcorp.com>; Donald Tescher <dtescher@tescherspallina.com>
Sent: Tuesday, April 16, 2013 9:28 AM
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Because we are not underhanded disrespectful assholes! You're not really asking that question are you? Please forward me a copy of the withdrawal of your complaint. This is absurd already!

From: adam simon [mailto:asimon21@att.net]
Sent: Tuesday, April 16, 2013 10:26 AM
To: Robert Spallina
Cc: Ted Bernstein; David (Scooter) Simon; Donald Tescher
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

Mr. Spallina: the reason we filed in Illinois was to make sure this matter got started somewhere. If we dismiss we have no assurance that the matter will be promptly filed in Florida.

Please explain what prevents Heritage or you from filing in Florida before we dismiss our action in Illinois?

Thank you.

Adam Simon

Sent from my iPhone

On Apr 15, 2013, at 10:53 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

Please advise timing as we have not received a response on the below email.

From: Robert Spallina
Sent: Friday, April 12, 2013 11:22 AM
To: 'Adam Simon'
Cc: 'Welling, Scott'; 'Ted Bernstein'; David (Scooter) Simon; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - I have spoken to Scott Welling at Jackson (who is copied on this email) and he will interplead here in South Palm Beach County which was the path he and I have been on since we discovered the defect in the ownership change. He is in the process of speaking to counsel here in Palm Beach County. As discussed Monday, please withdraw the pleading filed in Cook County and provide notice of same to all the parties on this email. He cannot file his inter-pleader with this matter pending in Cook County. 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 http://www.tescherspallina.com/

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From: Robert Spallina
Sent: Monday, April 08, 2013 1:59 PM
To: 'Adam Simon'
Cc: 'Welling, Scott'; 'Ted Bernstein'; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - we would like an explanation as well. Our client, Ted Bernstein (and the alleged successor trustee of the subject trust), never had a conversation with us that his family would be taking it upon themselves to attempt to collect the proceeds from the carrier through his brother-in-law's firm. We have represented this trust from the date of Mr. Bernstein's death. Is our client even aware that this was filed? He did not sign the pleading. Please advise.

Robert L. Spallina, Esq.
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Telephone: 561-997-7008
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From: Welling, Scott [mailto:scott.welling@jackson.com]
Sent: Monday, April 08, 2013 12:47 PM
To: 'Adam Simon'; Robert Spallina
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

I have been working with attorney Robert Spallina to try and amicably resolve this matter.

Who do you represent, and why are you suing us? Have you been apprised of attorney Spallina's efforts to help us resolve this matter?

From: Adam Simon [mailto:asimon21@att.net]
Sent: Monday, April 08, 2013 12:15 PM
To: Welling, Scott
Subject: Simon Bernstein Irrv Trust v Heritage Union

Mr. Welling:

Attached please find a complaint in this matter filed in the Circuit Court of Cook County. My client has attempted to reach you but has been unsuccessful. We remain hopeful that this matter can be resolved quickly. If you have any questions and need to speak with me today, please try my cell phone at 312-320-4491. Thank you.

Adam Simon

Robert Spallina

From: Robert Spallina
Sent: Tuesday, April 16, 2013 10:36 AM
To: 'Adam Simon'; David (Scooter) Simon
Cc: Ted Bernstein; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Problem is that you NEVER did speak with us before you did what you did...shame on you guys!

From: Adam Simon [mailto:asimon21@att.net]
Sent: Tuesday, April 16, 2013 10:31 AM
To: Robert Spallina
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

That will get you absolutely nowhere SIR.

I will speak to Ted and never to you AGAIN in my life!!

From: Robert Spallina <rspallina@tescherspallina.com>
To: adam simon <asimon21@att.net>
Cc: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>; David (Scooter) Simon <dsimon@stpcorp.com>; Donald Tescher <dtescher@tescherspallina.com>
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4855 Technology Way, Suite 720
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Adam Simon

CBIZ - Jerry Lewin

Fax No. 561-241-0071

FAX

DATE: Tuesday, April 9, 2013

==========

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

Reference #: **Power of Attorney and Declaration of Representative**

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 attached proof of insurance together with your letter requesting same.

If you have any questions, please feel free to contact me.

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Form **2848** (Rev. March 2012)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

▶ Type or print. ▶ See the separate instructions.

OMB No. 1545-0150

For IRS Use Only
Received by:
Name
Telephone
Function
Date / /

Part I Power of Attorney

Caution: *A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.*

1 **Taxpayer information.** Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address	Taxpayer identification number(s)	
Bernstein Family Investments LLLP c/o Robert Spallina, Tescher & Spallina PA 4855 Technology Way, Suite 720, Boca Raton, FL 33431	26-2124343	
	Daytime telephone number 561-997-7008	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 **Representative(s)** must sign and date this form on page 2, Part II.

Name and address	
Gerald R. Lewin, CPA CBIZ MHM LLC 1675 N. Military Trail, 5th Floor, Boca Raton, FL 33486 Check if to be sent notices and communications ☐	CAF No. 6500-18314R PTIN P01266202 Telephone No. 561-994-5050 Fax No. 561-241-0071 Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address Check if to be sent notices and communications ☐	CAF No. PTIN Telephone No. Fax No. Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address Check if new: Address ☐ Telephone No. ☐ Fax No. ☐	CAF No. PTIN Telephone No. Fax No.

to represent the taxpayer before the Internal Revenue Service for the following matters:

3 **Matters**

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, etc.) (see instructions for line 3)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions for line 3)
Employers Quarterly Tax Return	941	9/30/2011
Partnership Tax Return	1065	12/31/2011

4 **Specific use not recorded on Centralized Authorization File (CAF).** If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. **Specific Uses Not Recorded on CAF** . . . . . ▶ ☐

5 **Acts authorized.** Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☐ Disclosure to third parties; ☐ Substitute or add representative(s); ☐ Signing a return;

☐ Other acts authorized:

(see instructions for more information)

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan agent may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. A registered tax return preparer may only represent taxpayers to the extent provided in section 10.3(f) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (level k) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific deletions to the acts otherwise authorized in this power of attorney:

6 **Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here . . . . . ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 **Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER.**

Signature	Date	Title (if applicable)
	4/8/13	MANAGER

Print Name	PIN Number	Print name of taxpayer from line 1 if other than individual
[illegible]	☐☐☐☐☐	BENNETT FAMILY INVESTMENTS, LLP

Part II Declaration of Representative

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:

a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.

b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.

c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.

d Officer—a bona fide officer of the taxpayer's organization.

e Full-Time Employee—a full-time employee of the taxpayer.

f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).

g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).

h Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**

i Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**

k Student Attorney or CPA—receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.

r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN LINE 2 ABOVE.** See the instructions for Part II.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.

Designation—Insert above letter (a–r)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
b	FL	1956	[signature]	4/8/13

MEMORY TRANSMISSION REPORT

TIME : APR-09-2013 07:46AM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	511
DATE	:	APR-09 07:44AM
TO	:	15612410071
DOCUMENT PAGES	:	003
START TIME	:	APR-09 07:44AM
END TIME	:	APR-09 07:45AM
SENT PAGES	:	003
STATUS	:	OK

FILE NUMBER : 511 *** SUCCESSFUL TX NOTICE ***

CBIZ - Jerry Lewin

Fax No. 561-241-0071

FAX

DATE: Tuesday, April 9, 2013

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

Reference #: Power of Attorney and Declaration of Representative

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COMMENTS:

Please see attached proof of insurance together with your letter requesting same.

If you have any questions, please feel free to contact me.

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CBIZ MHM, LLC

Pls Fax Back To Jerry

Fax Transmission Cover Page

Tax Services
- Federal and Multi-State
- International
- Strategic Planning
- IRS Representation
- Not-for-Profit Entities

Personal Finance
- Wealth Accumulation
- Wealth Preservation
- Estate/Retirement Planning
- Mortgage Assistance

Consulting Services
- Mergers and Acquisitions
- Business Organization
- Business Reorganization
- Litigation Consulting
- Forensic Accounting
- Cost Segregation Studies

Business Valuation
- Estate and Gift Taxes
- Family Limited Partnerships
- Shareholder Disputes
- Buy/Sell Agreements
- ESOPs
- Marital Dissolution

Technology
- Accounting Software
- Consulting and Training
- Installation and Support
- Network Installation and Admin
- Hardware Acquisition
- Disaster Recovery
- Remote Access

Eldercare
- Financial Services
- Healthcare Coordination
- Lifestyle Services
- Eldercare Planning

Date: April 8, 2013 Number of pages (including cover): 3

Please telephone (561) 994-5050 if this fax is incomplete or illegible.

TO:

Name: ROBERT SPALLINA

Company: TESCHER & SPALLINA

Telephone: _____ **Fax #: 561-997-7308**

FROM:

Name: JERRY LEWIN

MESSAGE: PLEASE SIGN THE ATTACHED POA AND RETURN TOUS AS SOON AS POSSIBLE. OUR FAX IS 561.241.0071.

THANK YOU.

HARD COPY TO FOLLOW BY U.S. MAIL ☐ YES ☐ NO

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

1675 N Military Trail, Fifth Floor
Boca Raton, FL 33486-4321
Ph: (561) 994-5050
Fax: (561) 241-0071
www.cbiz.com

This facsimile contains privileged and confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone and return the original facsimile to us at the above address via the U.S. Postal Service. Thank you.

GPO U.S. GPO: 2013-646-466

Form **433-A**
(Rev. December 2012)
Department of the Treasury
Internal Revenue Service

Collection Information Statement for Wage Earners and Self-Employed Individuals

Wage Earners Complete Sections 1, 2, 3, 4, and 5 including the signature line on page 4. *Answer all questions or write N/A if the question is not applicable.*
Self-Employed Individuals Complete Sections 1, 3, 4, 5, 6 and 7 and the signature line on page 4. *Answer all questions or write N/A if the question is not applicable.*
For Additional Information, refer to Publication 1854, "How To Prepare a Collection Information Statement."
Include attachments if additional space is needed to respond completely to any question.

Name on Internal Revenue Service (IRS) Account	**Social Security Number** *SSN* **on IRS Account**	**Employer Identification Number** *EIN*

Section 1: Personal Information

1a Full Name of Taxpayer and Spouse *(if applicable)*	**1c** Home Phone ( )	**1d** Cell Phone ( )
1b Address *(Street, City, State, ZIP code) (County of Residence)*	**1e** Business Phone ( )	**1f** Business Cell Phone ( )
	2b Name, Age, and Relationship of dependent(s)	
2a Marital Status: ☐ Married ☐ Unmarried *(Single, Divorced, Widowed)*		

	Social Security No. *(SSN)*	Date of Birth *(mmddyyyy)*	Driver's License Number and State
3a Taxpayer			
3b Spouse			

Section 2: Employment Information for Wage Earners

If you or your spouse have self-employment income instead of, or in addition to wage income, complete Business Information in Sections 6 and 7.

Taxpayer		**Spouse**	
4a Taxpayer's Employer Name		**5a** Spouse's Employer Name	
4b Address *(Street, City, State, and ZIP code)*		**5b** Address *(Street, City, State, and ZIP code)*	
4c Work Telephone Number ( )	**4d** Does employer allow contact at work ☐ **Yes** ☐ **No**	**5c** Work Telephone Number ( )	**5d** Does employer allow contact at work ☐ **Yes** ☐ **No**
4e How long with this employer *(years)* *(months)*	**4f** Occupation	**5e** How long with this employer *(years)* *(months)*	**5f** Occupation
4g Number of withholding allowances claimed on Form W-4	**4h** Pay Period: ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Other	**5g** Number of withholding allowances claimed on Form W-4	**5h** Pay Period: ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Other

Section 3: Other Financial Information *(Attach copies of applicable documentation)*

6 Are you a party to a lawsuit *(If yes, answer the following)* ☐ **Yes** ☐ **No**

☐ Plaintiff ☐ Defendant	Location of Filing	Represented by	Docket/Case No.
Amount of Suit $	Possible Completion Date *(mmddyyyy)*	Subject of Suit	

7 Have you ever filed bankruptcy *(If yes, answer the following)* ☐ **Yes** ☐ **No**

Date Filed *(mmddyyyy)*	Date Dismissed *(mmddyyyy)*	Date Discharged *(mmddyyyy)*	Petition No.	Location Filed

8 In the past 10 years, have you lived outside of the U.S for 6 months or longer *(If yes, answer the following)* ☐ **Yes** ☐ **No**

Dates lived abroad: from *(mmddyyyy)*	To *(mmddyyyy)*

9a Are you the beneficiary of a trust, estate, or life insurance policy *(If yes, answer the following)* ☐ **Yes** ☐ **No**

Place where recorded:		EIN:
Name of the trust, estate, or policy	Anticipated amount to be received $	When will the amount be received

9b Are you a trustee, fiduciary, or contributor of a trust ☐ **Yes** ☐ **No**

Name of the trust:	EIN:

10 Do you have a safe deposit box (business or personal) *(If yes, answer the following)* ☐ **Yes** ☐ **No**

Location *(Name, address and box number(s))*	Contents	Value $

11 In the past 10 years, have you transferred any assets for less than their full value *(If yes, answer the following)* ☐ **Yes** ☐ **No**

List Asset(s)	Value at Time of Transfer $	Date Transferred *(mmddyyyy)*	To Whom or Where was it Transferred

Section 4: Personal Asset Information for All Individuals

12 **CASH ON HAND** Include cash that is not in a bank — **Total Cash on Hand** $

PERSONAL BANK ACCOUNTS Include all checking, online and mobile *(e.g., PayPal)* accounts, money market accounts, savings accounts, and stored value cards *(e.g., payroll cards, government benefit cards, etc.)*.

	Type of Account	Full Name & Address *(Street, City, State, ZIP code)* of Bank, Savings & Loan, Credit Union, or Financial Institution	Account Number	**Account Balance** As of _____ *mmddyyyy*
13a				$
13b				$
13c				$

13d **Total Cash** *(Add lines 13a through 13c, and amounts from any attachments)* $

INVESTMENTS Include stocks, bonds, mutual funds, stock options, certificates of deposit, and retirement assets such as IRAs, Keogh, and 401(k) plans. Include all corporations, partnerships, limited liability companies, or other business entities in which you are an officer, director, owner, member, or otherwise have a financial interest.

	Type of Investment or Financial Interest	Full Name & Address *(Street, City, State, ZIP code)* of Company	Current Value	Loan Balance *(if applicable)* As of _____ *mmddyyyy*	**Equity** Value minus Loan
14a		Phone	$	$	$
14b		Phone	$	$	$
14c		Phone	$	$	$

14d **Total Equity** *(Add lines 14a through 14c and amounts from any attachments)* $

	AVAILABLE CREDIT Include all lines of credit and bank issued credit cards. Full Name & Address *(Street, City, State, ZIP code)* of Credit Institution	Credit Limit	Amount Owed As of _____ *mmddyyyy*	**Available Credit** As of _____ *mmddyyyy*
15a	Acct. No	$	$	$
15b	Acct. No	$	$	$

15c **Total Available Credit** *(Add lines 15a, 15b and amounts from any attachments)* $

16a **LIFE INSURANCE** Do you own or have any interest in any life insurance policies with cash value *(Term Life insurance does not have a cash value)*

☐ **Yes** ☐ **No** If yes, complete blocks 16b through 16f for each policy.

16b	Name and Address of Insurance Company(ies):			
16c	Policy Number(s)			
16d	Owner of Policy			
16e	Current Cash Value	$	$	$
16f	Outstanding Loan Balance	$	$	$

16g **Total Available Cash** *(Subtract amounts on line 16f from line 16e and include amounts from any attachments)* $

REAL PROPERTY Include all real property owned or being purchased

[redacted]	Purchase Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
17a Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Contract Holder Name, Address *(Street, City, State, ZIP code)*, and Phone Phone				
17b Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Contract Holder Name, Address *(Street, City, State, ZIP code)*, and Phone Phone				

17c Total Equity *(Add lines 17a, 17b and amounts from any attachments)* $

PERSONAL VEHICLES LEASED AND PURCHASED Include boats, RVs, motorcycles, all-terrain and off-road vehicles, trailers, etc.

Description (Year, Mileage, Make/Model, Tag Number, Vehicle Identification Number)		Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
18a Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address *(Street, City, State, ZIP code)*, and Phone					
Vehicle Identification Number		Phone					
18b Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address *(Street, City, State, ZIP code)*, and Phone					
Vehicle Identification Number		Phone					

18c Total Equity *(Add lines 18a, 18b and amounts from any attachments)* $

PERSONAL ASSETS Include all furniture, personal effects, artwork, jewelry, collections *(coins, guns, etc.)*, antiques or other assets. Include intangible assets such as licenses, domain names, patents, copyrights, mining claims, etc.

[redacted]	Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
19a Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Lessor Name, Address *(Street, City, State, ZIP code)*, and Phone Phone				
19b Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Lessor Name, Address *(Street, City, State, ZIP code)*, and Phone Phone				

19c Total Equity *(Add lines 19a, 19b and amounts from any attachments)* $

If you are self-employed, sections 6 and 7 must be completed before continuing.

Section 5: Monthly Income and Expenses

Monthly Income/Expense Statement *(For additional information, refer to Publication 1854.)*

Total Income			Total Living Expenses		IRS USE ONLY
Source	Gross Monthly		Expense Items [6]	Actual Monthly	Allowable Expenses
20 Wages (Taxpayer) [1]	$	35	Food, Clothing and Misc. [7]	$	
21 Wages (Spouse) [1]	$	36	Housing and Utilities [8]	$	
22 Interest - Dividends	$	37	Vehicle Ownership Costs [9]	$	
23 Net Business Income [2]	$	38	Vehicle Operating Costs [10]	$	
24 Net Rental Income [3]	$	39	Public Transportation [11]	$	
25 Distributions (K-1, IRA, etc.) [4]	$	40	Health Insurance	$	
26 Pension (Taxpayer)	$	41	Out of Pocket Health Care Costs [12]	$	
27 Pension (Spouse)	$	42	Court Ordered Payments	$	
28 Social Security (Taxpayer)	$	43	Child/Dependent Care	$	
29 Social Security (Spouse)	$	44	Life Insurance	$	
30 Child Support	$	45	Current year taxes (Income/FICA) [13]	$	
31 Alimony	$	46	Secured Debts (Attach list)	$	
Other Income (Specify below) [5]		47	Delinquent State or Local Taxes	$	
32	$	48	Other Expenses (Attach list)	$	
33	$	49	Total Living Expenses (add lines 35-48)	$	
34 Total Income (add lines 20-33)	$	50	Net difference (Line 34 minus 49)	$	

1 **Wages, salaries, pensions, and social security:** Enter gross monthly wages and/or salaries. Do not deduct tax withholding or allotments taken out of pay, such as insurance payments, credit union deductions, car payments, etc. To calculate the gross monthly wages and/or salaries:

If paid weekly - multiply weekly gross wages by 4.3. Example: $425.89 x 4.3 = $1,831.33

If paid biweekly (every 2 weeks) - multiply biweekly gross wages by 2.17. Example: $972.45 x 2.17 = $2,110.22

If paid semimonthly (twice each month) - multiply semimonthly gross wages by 2. Example: $856.23 x 2 = $1,712.46

2 **Net Income from Business:** Enter monthly net business income. This is the amount earned after ordinary and necessary monthly business expenses are paid. **This figure is the amount from page 6, line 89.** If the net business income is a loss, enter "0". Do not enter a negative number. If this amount is more or less than previous years, attach an explanation.

3 **Net Rental Income:** Enter monthly net rental income. This is the amount earned after ordinary and necessary monthly rental expenses are paid. Do not include deductions for depreciation or depletion. If the net rental income is a loss, enter "0." Do not enter a negative number.

4 **Distributions:** Enter the total distributions from partnerships and subchapter S corporations reported on Schedule K-1, and from limited liability companies reported on Form 1040, Schedule C, D or E. Enter total distributions from IRAs if not included under pension income.

5 **Other Income:** Include agricultural subsidies, unemployment compensation, gambling income, oil credits, rent subsidies, etc.

6 **Expenses not generally allowed:** We generally do not allow tuition for private schools, public or private college expenses, charitable contributions, voluntary retirement contributions or payments on unsecured debts. However, we may allow the expenses if proven that they are necessary for the health and welfare of the individual or family or the production of income. See Publication 1854 for exceptions.

7 **Food, Clothing and Miscellaneous:** Total of food, clothing, housekeeping supplies, and personal care products for one month. The miscellaneous allowance is for expenses incurred that are not included in any other allowable living expense items. Examples are credit card payments, bank fees and charges, reading material, and school supplies.

8 **Housing and Utilities:** For principal residence: Total of rent or mortgage payment. Add the average monthly expenses for the following: property taxes, homeowner's or renter's insurance, maintenance, dues, fees, and utilities. Utilities include gas, electricity, water, fuel, oil, other fuels, trash collection, telephone, cell phone, cable television and internet services.

9 **Vehicle Ownership Costs:** Total of monthly lease or purchase/loan payments.

10 **Vehicle Operating Costs:** Total of maintenance, repairs, insurance, fuel, registrations, licenses, inspections, parking, and tolls for one month.

11 **Public Transportation:** Total of monthly fares for mass transit *(e.g., bus, train, ferry, taxi, etc.)*

12 **Out of Pocket Health Care Costs:** Monthly total of medical services, prescription drugs and medical supplies *(e.g., eyeglasses, hearing aids, etc.)*

13 **Current Year Taxes:** Include state and Federal taxes withheld from salary or wages, or paid as estimated taxes.

Certification: *Under penalties of perjury, I declare that to the best of my knowledge and belief this statement of assets, liabilities, and other information is true, correct, and complete.*

Taxpayer's Signature	Spouse's signature	Date

After we review the completed Form 433-A, you may be asked to provide verification for the assets, encumbrances, income and expenses reported. Documentation may include previously filed income tax returns, pay statements, self-employment records, bank and investment statements, loan statements, bills or statements for recurring expenses, etc.

IRS USE ONLY *(Notes)*

Sections 6 and 7 must be completed only if you are SELF-EMPLOYED.

Section 6: Business Information

51 Is the business a sole proprietorship *(filing Schedule C)* ☐ **Yes**, Continue with Sections 6 and 7. ☐ **No**, Complete Form 433-B.
All other business entities, including limited liability companies, partnerships or corporations, must complete Form 433-B.

52 Business Name & Address *(if different than 1b)*

53 Employer Identification Number	54 Type of Business	55 Is the business a Federal Contractor ☐ Yes ☐ No
56 Business Website (web address)	57 Total Number of Employees	58 Average Gross Monthly Payroll
59 Frequency of Tax Deposits	60 Does the business engage in e-Commerce *(Internet sales)* If yes, complete *lines 61a and 61b* ☐ Yes ☐ No	

PAYMENT PROCESSOR *(e.g., PayPal, Authorize.net, Google Checkout, etc.)* Name & Address *(Street, City, State, ZIP code)*	Payment Processor Account Number
61a	
61b	

CREDIT CARDS ACCEPTED BY THE BUSINESS

Credit Card	Merchant Account Number	Issuing Bank Name & Address *(Street, City, State, ZIP code)*
62a		
62b		
62c		

63 **BUSINESS CASH ON HAND** Include cash that is not in a bank. **Total Cash on Hand** $

BUSINESS BANK ACCOUNTS Include checking accounts, online and mobile *(e.g., PayPal)* accounts, money market accounts, savings accounts, and stored value cards *(e.g., payroll cards, government benefit cards, etc.)*. Report Personal Accounts in Section 4.

Type of Account	Full Name & Address *(Street, City, State, ZIP code)* of Bank, Savings & Loan, Credit Union or Financial Institution.	Account Number	**Account Balance** As of _____ *mmddyyyy*
64a			$
64b			$
64c **Total Cash in Banks** *(Add lines 64a, 64b and amounts from any attachments)*			$

ACCOUNTS/NOTES RECEIVABLE Include e-payment accounts receivable and factoring companies, and any bartering or online auction accounts. *(List all contracts separately, including contracts awarded, but not started.)* **Include Federal, state and local government grants and contracts.**

Accounts/Notes Receivable & Address *(Street, City, State, ZIP code)*	Status *(e.g., age, factored, other)*	Date Due *(mmddyyyy)*	Invoice Number or Government Grant or Contract Number	**Amount Due**
65a				$
65b				$
65c				$
65d				$
65e				$
65f **Total Outstanding Balance** *(Add lines 65a through 65e and amounts from any attachments)*				$

BUSINESS ASSETS Include all tools, books, machinery, equipment, inventory or other assets used in trade or business. Include a list and show the value of all intangible assets such as licenses, patents, domain names, copyrights, trademarks, mining claims, etc.

[redacted]	Purchase/ Lease Date (mmddyyyy)	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment (mmddyyyy)	**Equity** FMV Minus Loan
66a Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and Country		Lender/Lessor/Landlord Name, Address *(Street, City, State, ZIP code)*, and Phone Phone				
66b Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and Country		Lender/Lessor/Landlord Name, Address *(Street, City, State, ZIP code)*, and Phone Phone				

66c Total Equity *(Add lines 66a, 66b and amounts from any attachments)* $

Section 7 should be completed only if you are SELF-EMPLOYED

Section 7: Sole Proprietorship Information *(lines 67 through 87 should reconcile with business Profit and Loss Statement)*

Accounting Method Used: ☐ Cash ☐ Accrual

Use the prior 3, 6, 9 or 12 month period to determine your typical business income and expenses.

Income and Expenses during the period *(mmddyyyy)* | *to (mmddyyyy)*

Provide a breakdown below of your average monthly income and expenses, based on the period of time used above.

Total Monthly Business Income		**Total Monthly Business Expenses** (Use attachments as needed)	
Source	Gross Monthly	Expense Items	Actual Monthly
67 Gross Receipts	$	**77** Materials Purchased [1]	$
68 Gross Rental Income	$	**78** Inventory Purchased [2]	$
69 Interest	$	**79** Gross Wages & Salaries	$
70 Dividends	$	**80** Rent	$
71 Cash Receipts not included in lines 67-70	$	**81** Supplies [3]	$
Other Income (Specify below)		**82** Utilities/Telephone [4]	$
72	$	**83** Vehicle Gasoline/Oil	$
73	$	**84** Repairs & Maintenance	$
74	$	**85** Insurance	$
75	$	**86** Current Taxes [5]	$
76 Total Income (Add lines 67 through 75)	$	**87** Other Expenses, including installment payments (Specify)	$
		88 Total Expenses (Add lines 77 through 87)	$
		89 Net Business Income (Line 76 minus 88) [6]	$

Enter the monthly net income amount from line 89 on line 23, section 5. If line 89 is a loss, enter "0" on line 23, section 5. Self-employed taxpayers must return to page 4 to sign the certification.

1 Materials Purchased: Materials are items directly related to the production of a product or service.

2 Inventory Purchased: Goods bought for resale.

3 Supplies: Supplies are items used in the business that are consumed or used up within one year. This could be the cost of books, office supplies, professional equipment, etc.

4 Utilities/Telephone: Utilities include gas, electricity, water, oil, other fuels, trash collection, telephone, cell phone and business internet.

5 Current Taxes: Real estate, excise, franchise, occupational, personal property, sales and employer's portion of employment taxes.

6 Net Business Income: Net profit from Form 1040, Schedule C may be used if duplicated deductions are eliminated (e.g., expenses for business use of home already included in housing and utility expenses on page 4). Deductions for depreciation and depletion on Schedule C are not cash expenses and must be added back to the net income figure. In addition, interest cannot be deducted if it is already included in any other installment payments allowed.

IRS USE ONLY *(Notes)*

U.S. GPO: 2013-646-467

Form **433-B**
(Rev. December 2012)
Department of the Treasury
Internal Revenue Service

Collection Information Statement for Businesses

Note: *Complete all entry spaces with the current data available or "N/A" (not applicable). Failure to complete all entry spaces may result in rejection of your request or significant delay in account resolution.* **Include attachments if additional space is needed to respond completely to any question.**

Section 1: Business Information

1a Business Name

1b Business Street Address

Mailing Address

City _____ State _____ ZIP _____

1c County

1d Business Telephone ( )

1e Type of Business

1f Business Website (web address)

2a Employer Identification No. (EIN)

2b Type of entity *(Check appropriate box below)*

☐ Partnership ☐ Corporation ☐ Other

☐ Limited Liability Company (LLC) classified as a corporation

☐ Other LLC - Include number of members

2c Date Incorporated/Established *mmddyyyy*

3a Number of Employees

3b Monthly Gross Payroll

3c Frequency of Tax Deposits

3d Is the business enrolled in Electronic Federal Tax Payment System (EFTPS) ☐ **Yes** ☐ **No**

4 Does the business engage in e-Commerce *(Internet sales)* If yes, complete 5a and 5b. ☐ **Yes** ☐ **No**

PAYMENT PROCESSOR *(e.g., PayPal, Authorize.net, Google Checkout, etc.)* Name and Address *(Street, City, State, ZIP code)*	Payment Processor Account Number
5a	
5b	

CREDIT CARDS ACCEPTED BY THE BUSINESS

Type of Credit Card *(e.g., Visa, Mastercard, etc.)*	Merchant Account Number	Issuing Bank Name and Address *(Street, City, State, ZIP code)*
6a		Phone
6b		Phone
6c		Phone

Section 2: Business Personnel and Contacts

PARTNERS, OFFICERS, LLC MEMBERS, MAJOR SHAREHOLDERS, ETC.

7a Full Name _____ Social Security Number _____
Title _____ Home Telephone ( )
Home Address _____ Work/Cell Phone ( )
City _____ State _____ ZIP _____ Ownership Percentage & Shares or Interest _____
Responsible for Depositing Payroll Taxes ☐ **Yes** ☐ **No** Annual Salary/Draw

7b Full Name _____ Social Security Number _____
Title _____ Home Telephone ( )
Home Address _____ Work/Cell Phone ( )
City _____ State _____ ZIP _____ Ownership Percentage & Shares or Interest _____
Responsible for Depositing Payroll Taxes ☐ **Yes** ☐ **No** Annual Salary/Draw

7c Full Name _____ Social Security Number _____
Title _____ Home Telephone ( )
Home Address _____ Work/Cell Phone ( )
City _____ State _____ ZIP _____ Ownership Percentage & Shares or Interest _____
Responsible for Depositing Payroll Taxes ☐ **Yes** ☐ **No** Annual Salary/Draw

7d Full Name _____ Social Security Number _____
Title _____ Home Telephone ( )
Home Address _____ Work/Cell Phone ( )
City _____ State _____ ZIP _____ Ownership Percentage & Shares or Interest _____
Responsible for Depositing Payroll Taxes ☐ **Yes** ☐ **No** Annual Salary/Draw

Section 3: Other Financial Information *(Attach copies of all applicable documents)*

8 Does the business use a Payroll Service Provider or Reporting Agent *(If yes, answer the following)* ☐ Yes ☐ No

Name and Address *(Street, City, State, ZIP code)*	Effective dates *(mmddyyyy)*

9 Is the business a party to a lawsuit *(If yes, answer the following)* ☐ Yes ☐ No

☐ Plaintiff ☐ Defendant	Location of Filing	Represented by	Docket/Case No.
Amount of Suit $	Possible Completion Date *(mmddyyyy)*	Subject of Suit	

10 Has the business ever filed bankruptcy *(If yes, answer the following)* ☐ Yes ☐ No

Date Filed *(mmddyyyy)*	Date Dismissed *(mmddyyyy)*	Date Discharged *(mmddyyyy)*	Petition No.	District of Filing

11 Do any related parties *(e.g., officers, partners, employees)* have outstanding amounts owed to the business *(If yes, answer the following)* ☐ Yes ☐ No

Name and Address *(Street, City, State, ZIP code)*	Date of Loan	Current Balance As of _____ *mmddyyyy* $	Payment Date	Payment Amount $

12 Have any assets been transferred, in the last 10 years, from this business for less than full value *(If yes, answer the following)* ☐ Yes ☐ No

List Asset	Value at Time of Transfer $	Date Transferred *(mmddyyyy)*	To Whom or Where Transferred

13 Does this business have other business affiliations *(e.g., subsidiary or parent companies)* *(If yes, answer the following)* ☐ Yes ☐ No

Related Business Name and Address *(Street, City, State, ZIP code)*	Related Business EIN:

14 Any increase/decrease in income anticipated *(If yes, answer the following)* ☐ Yes ☐ No

Explain *(Use attachment if needed)*	How much will it increase/decrease $	When will it increase/decrease

15 Is the business a Federal Government Contractor *(Include Federal Government contracts in #18, Accounts/Notes Receivable)* ☐ Yes ☐ No

Section 4: Business Asset and Liability Information

16a CASH ON HAND *Include cash that is not in the bank* **Total Cash on Hand** $

16b Is there a safe on the business premises ☐ Yes ☐ No Contents

BUSINESS BANK ACOUNTS Include online and mobile accounts *(e.g., PayPal)*, money market accounts, savings accounts, checking accounts and stored value cards *(e.g., payroll cards, government benefit cards, etc.)*
List safe deposit boxes including location, box number and value of contents. Attach list of contents.

	Type of Account	Full Name and Address *(Street, City, State, ZIP code)* of Bank, Savings & Loan, Credit Union or Financial Institution	Account Number	Account Balance As of _____ *mmddyyyy*
17a				$
17b				$
17c				$
17d	**Total Cash in Banks** *(Add lines 17a through 17c and amounts from any attachments)*			$

ACCOUNTS/NOTES RECEIVABLE Include e-payment accounts receivable and factoring companies, and any bartering or online auction accounts. *(List all contracts separately including contracts awarded, but not started).* ***Include Federal, state and local government grants and contracts.***

Name & Address *(Street, City, State, ZIP code)*	Status *(e.g., age, factored, other)*	Date Due *(mmddyyy)*	Invoice Number or Government Grant or Contract Number	**Amount Due**
18a Contact Name Phone				$
18b Contact Name Phone				$
18c Contact Name Phone				$
18d Contact Name Phone				$
18e Contact Name Phone				$
18f Outstanding Balance *(Add lines 18a through 18e and amounts from any attachments)*				$

INVESTMENTS List all investment assets below. Include stocks, bonds, mutual funds, stock options, certificates of deposit and commodities *(e.g., gold, silver, copper, etc.).*

Name of Company & Address *(Street, City, State, ZIP code)*	Used as collateral on loan	Current Value	Loan Balance	**Equity** Value Minus Loan
19a Phone	☐ **Yes** ☐ **No**	$	$	$
19b Phone	☐ **Yes** ☐ **No**	$	$	$
19c Total Investments *(Add lines 19a, 19b, and amounts from any attachments)*				$

AVAILABLE CREDIT Include all lines of credit and credit cards.

Full Name & Address *(Street, City, State, ZIP code)*	Credit Limit	Amount Owed As of _____ *mmddyyyy*	**Available Credit** As of _____ *mmddyyyy*
20a Account No.	$	$	$
20b Account No.	$	$	$
20c Total Credit Available *(Add lines 20a, 20b, and amounts from any attachments)*			$

REAL PROPERTY Include all real property and land contracts the business owns/leases/rents.

	Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
21a Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County	Lender/Lessor/Landlord Name, Address, *(Street, City, State, ZIP code)* and Phone Phone					
21b Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County	Lender/Lessor/Landlord Name, Address, *(Street, City, State, ZIP code)* and Phone Phone					
21c Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County	Lender/Lessor/Landlord Name, Address, *(Street, City, State, ZIP code)* and Phone Phone					
21d Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County	Lender/Lessor/Landlord Name, Address, *(Street, City, State, ZIP code)* and Phone Phone					

21e Total Equity *(Add lines 21a through 21d and amounts from any attachments)* $

VEHICLES, LEASED AND PURCHASED Include boats, RVs, motorcycles, all-terrain and off-road vehicles, trailers, mobile homes, etc.

		Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
22a Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone					
Vehicle Identification Number (VIN)		Phone					
22b Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone					
Vehicle Identification Number (VIN)		Phone					
22c Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone					
Vehicle Identification Number (VIN)		Phone					
22d Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone					
Vehicle Identification Number (VIN)		Phone					

22e Total Equity *(Add lines 22a through 22d and amounts from any attachments)* $

BUSINESS EQUIPMENT AND INTANGIBLE ASSETS Include all machinery, equipment, merchandise inventory, and other assets in 23a through 23d. List intangible assets in 23e through 23g *(licenses, patents, logos, domain names, trademarks, copyrights, software, mining claims, goodwill and trade secrets.)*

[redacted]	Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
23a Asset Description		$	$	$		$
Location of asset *(Street, City, State, ZIP code)* and County		Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone Phone				
23b Asset Description		$	$	$		$
Location of asset *(Street, City, State, ZIP code)* and County		Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone Phone				
23c Asset Description		$	$	$		$
Location of asset *(Street, City, State, ZIP code)* and County		Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone Phone				
23d Asset Description		$	$	$		$
Location of asset *(Street, City, State, ZIP code)* and County		Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone Phone				
23e Intangible Asset Description						$
23f Intangible Asset Description						$
23g Intangible Asset Description						$
23h **Total Equity** *(Add lines 23a through 23g and amounts from any attachments)*						$

BUSINESS LIABILITIES Include notes and judgements not listed previously on this form.

Business Liabilities	Secured/ Unsecured	Date Pledged *(mmddyyyy)*	Balance Owed	Date of Final Payment *(mmddyyyy)*	Payment Amount
24a Description:	☐ Secured ☐ Unsecured		$		$
Name Street Address City/State/ZIP code		Phone			
24b Description:	☐ Secured ☐ Unsecured		$		$
Name Street Address City/State/ZIP code		Phone			
24c **Total Payments** *(Add lines 24a and 24b and amounts from any attachments)*					$

Section 5: Monthly Income/Expenses Statement for Business

Accounting Method Used: ☐ Cash ☐ Accrual

Use the prior 3, 6, 9 or 12 month period to determine your typical business income and expenses.

Income and Expenses during the period *(mmddyyyy)* *to (mmddyyyy)*

Provide a breakdown below of your average monthly income and expenses, based on the period of time used above.

Total Monthly Business Income		**Total Monthly Business Expenses**	
Income Source	Gross Monthly	Expense items	Actual Monthly
25 Gross Receipts from Sales/Services	$	**36** Materials Purchased [1]	$
26 Gross Rental Income	$	**37** Inventory Purchased [2]	$
27 Interest Income	$	**38** Gross Wages & Salaries	$
28 Dividends	$	**39** Rent	$
29 Cash Receipts (Not included in lines 25-28)	$	**40** Supplies [3]	$
Other Income (Specify below)		**41** Utilities/Telephone [4]	$
30	$	**42** Vehicle Gasoline/Oil	$
31	$	**43** Repairs & Maintenance	$
32	$	**44** Insurance	$
33	$	**45** Current Taxes [5]	$
34	$	**46** Other Expenses (Specify)	$
35 **Total Income** (Add lines 25 through 34)	$	**47** IRS Use Only-Allowable Installment Payments	$
		48 **Total Expenses** (Add lines 36 through 47)	$
		49 **Net Income** (Line 35 minus Line 48)	$

1 **Materials Purchased:** Materials are items directly related to the production of a product or service.

2 **Inventory Purchased:** Goods bought for resale.

3 **Supplies:** Supplies are items used to conduct business and are consumed or used up within one year. This could be the cost of books, office supplies, professional equipment, etc.

4 **Utilities/Telephone:** Utilities include gas, electricity, water, oil, other fuels, trash collection, telephone, cell phone and business internet.

5 **Current Taxes:** Real estate, state, and local income tax, excise, franchise, occupational, personal property, sales and the employer's portion of employment taxes.

Certification: *Under penalties of perjury, I declare that to the best of my knowledge and belief this statement of assets, liabilities, and other information is true, correct, and complete.*

Signature	**Title**	**Date**

Print Name of Officer, Partner or LLC Member

After we review the completed Form 433-B, you may be asked to provide verification for the assets, encumbrances, income and expenses reported. Documentation may include previously filed income tax returns, profit and loss statements, bank and investment statements, loan statements, financing statements, bills or statements for recurring expenses, etc.

IRS USE ONLY *(Notes)*

Request for a Collection Due Process or Equivalent Hearing

Use this form to request a Collection Due Process (CDP) or equivalent hearing with the IRS Office of Appeals if you have been issued one of the following lien or levy notices:

- ***Notice of Federal Tax Lien Filing and Your Right To A Hearing Under IRC 6320,***
- ***Notice of Intent to Levy and Notice of Your Right To A Hearing,***
- ***Notice of Jeopardy Levy and Right of Appeal,***
- ***Notice of Levy on Your State Tax Refund,***
- ***Notice of Levy and Notice of Your Right to a Hearing.***

Complete this form and send it to the address shown on your lien or levy notice. Include a copy of your lien or levy notice to ensure proper handling of your request.

Call the phone number on the notice or 1-800-829-1040 if you are not sure about the correct address or if you want to fax your request.

You can find a section explaining the deadline for requesting a Collection Due Process hearing in this form's instructions. If you've missed the deadline for requesting a CDP hearing, you must check line 6 (Equivalent Hearing) to request an equivalent hearing.

1. Taxpayer Name: (Taxpayer 1) _____

Taxpayer Identification Number _____

Current Address: _____

City: _____ State: _____ Zip Code: _____

2. Telephone Number and Best Time to Call During Normal Business Hours

Home: ( ) _____ - _____ _____ ☐ am. ☐ pm.

Work: ( ) _____ - _____ _____ ☐ am. ☐ pm.

3. Taxpayer Name: (Taxpayer 2) _____

Taxpayer Identification Number _____

Current Address: _____

(*If Different from Address Above*)

City: _____ State: _____ Zip Code: _____

4. Telephone Number and Best Time to Call During Normal Business Hours

Home: ( ) _____ - _____ _____ ☐ am. ☐ pm.

Work: ( ) _____ - _____ _____ ☐ am. ☐ pm.

5. Tax Information as Shown on the Lien or Levy Notice (*If possible, attach a copy of the notice*)

Type of Tax (Income, Employment, Excise, etc. or Civil Penalty)	**Tax Form Number (1040, 941, 720, etc)**	**Tax Period or Periods**

Request for a Collection Due Process or Equivalent Hearing

6. Basis for Hearing Request (Both boxes can be checked if you have received both a lien and levy notice)

☐ Filed Notice of Federal Tax Lien ☐ Proposed Levy or Actual Levy

7. Equivalent Hearing (See the instructions for more information on Equivalent Hearings)

☐ I would like an Equivalent Hearing – I would like a hearing equivalent to a CDP Hearing if my request for a CDP hearing does not meet the requirements for a timely CDP Hearing

8. Check the most appropriate box for the reason you disagree with the filing of the lien or the levy. **See page 4 of this form for examples.** You can add more pages if you don't have enough space.
If, during your CDP Hearing, you think you would like to discuss a Collection Alternative to the action proposed by the Collection function it is recommended you submit a completed Form 433A (Individual) and/or Form 433B (Business), as appropriate, with this form. See www.irs.gov for copies of the forms.

Collection Alternative	☐ Installment Agreement	☐ Offer in Compromise	☐ I cannot pay balance
Lien	☐ Subordination	☐ Discharge	☐ Withdrawal

Please explain:

My Spouse is Responsible ☐ Innocent Spouse Relief (Please attach Form 8857, *Request for Innocent Spouse Relief,* to your request.)

Other (*For examples, see page 4*) ☐

Reason (*You must provide a reason for the dispute or your request for a CDP hearing will not be honored. Use as much space as you need to explain the reason for your request. Attach extra pages if* necessary.):

9. Signatures

I understand the CDP hearing and any subsequent judicial review will suspend the statutory period of limitations for collection action. I also understand my representative or I must sign and date this request before the IRS Office of Appeals can accept it. If you are signing as an officer of a company add your title (*president, secretary, etc.*) behind your signature.

Taxpayer 1's signature	Date
SIGN HERE Taxpayer 2's Signature (*if a joint request, both must sign*)	Date

☐ I request my CDP hearing be held with my authorized representative (*attach a copy of Form 2848*)

Authorized Representative's Signature	Authorized Representative's Name	Telephone Number

IRS Use Only

IRS Employee (Print)	Employee Telephone Number	IRS Received Date

Information You Need to Know When Requesting A Collection Due Process Hearing

What is the Deadline for Requesting a Timely Collection Due Process (CDP) Hearing?

- Your request for a CDP hearing about a Federal Tax Lien filing must be postmarked by the date indicated in the *Notice of Federal Tax Lien Filing and Your Right to a Hearing under IRC 6320* (lien notice).
- Your request for a CDP hearing about a levy must be postmarked within 30 days after the date of the *Notice of Intent to Levy and Notice of Your Right to a Hearing* (levy notice) or Notice of Your Right to a Hearing After an Actual Levy.

Your timely request for a CDP hearing will prohibit levy action in most cases. A timely request for CDP hearing will also suspend the 10-year period we have, by law, to collect your taxes. Both the prohibition on levy and the suspension of the 10-year period will last until the determination the IRS Office of Appeals makes about your disagreement is final. The amount of time the suspension is in effect will be added to the time remaining in the 10-year period. For example, if the 10-year period is suspended for six months, the time left in the period we have to collect taxes will be extended by six months.

You can go to court to appeal the CDP determination the IRS Office of Appeals makes about your disagreement.

What Is an Equivalent Hearing?

If you still want a hearing with the IRS Office of Appeals after the deadline for requesting a timely CDP hearing has passed, you can use this form to request an equivalent hearing. You must check the Equivalent Hearing box on line 7 of the form to request an equivalent hearing. **An equivalent hearing request does not prohibit levy or suspend the 10-year period for collecting your taxes; also, you cannot go to court to appeal the IRS Office of Appeals' decision about your disagreement.** You must request an equivalent hearing within the following timeframe:

- Lien Notice – one year plus five business days from the filing date of the Federal Tax Lien
- Levy Notice – one year from the date of the levy notice
- Your request for a CDP levy hearing, whether timely or Equivalent, does not prohibit the Service from filing a Notice of Federal Tax Lien.

Where Should You File Your CDP or Equivalent Hearing Request?

File your request by mail at the address on your lien notice or levy notice. You may also fax your request. Call the telephone number on the lien or levy notice to ask for the fax number. **Do not send your CDP or equivalent hearing request directly to the IRS Office of Appeals, it must be sent to the address on the lien or levy notice. If you send your request directly to Appeals it may result in your request not being considered a timely request. Depending upon your issue the originating function may contact you in an attempt to resolve the issue(s) raised in your request prior to forwarding your request to Appeals.**

Where Can You Get Help?

You can call the telephone number on the lien or levy notice with your questions about requesting a hearing. The contact person listed on the notice or other representative can access your tax information and answer your questions.

In addition, you may qualify for representation by a low-income taxpayer clinic for a free or nominal charge. Our Publication 4134, Low Income Taxpayer Clinic List, provides information on clinics in your area.

If you are experiencing economic harm, the Taxpayer Advocate Service (TAS) may be able to help you resolve your problems with the IRS. TAS cannot extend the time you have to request a CDP or equivalent hearing. See page five of Publication 594, *The Collection Process*, or visit www.irs.gov/advocate/index-html. You can also call 1-877-777-4778 for TAS assistance.

Note – The IRS Office of Appeals will not consider frivolous requests. You can find examples of frivolous reasons for requesting a hearing or disagreeing with a tax assessment in Publication 2105, *Why do I have to Pay Taxes?*, or at www.irs.gov by typing "frivolous" into the search engine

You can get copies of tax forms, schedules, instructions, publications, and notices at www.irs.gov, at your local IRS office, or by calling toll-free *1-800-TAX-FORM (829-3676).*

Information You Need to Know When Requesting A Collection Due Process Hearing

What Are Examples of Reasons for Requesting a Hearing?

You will have to explain your reason for requesting a hearing when you make your request. Below are examples of reasons for requesting a hearing.

You want a collection alternative—"I would like to propose a different way to pay the money I owe." Common collection alternatives include:

- Full payment – you pay your taxes by personal check, cashier's check, money order, or credit card.
- Installment Agreement – you pay your taxes fully or partially by making monthly payments.
- Offer in Compromise – you offer to make a payment or payments to settle your tax liability for less than the full amount you owe.

"I cannot pay my taxes." Some possible reasons why you cannot pay your taxes are: (1) you have a terminal illness or excessive medical bills; (2) your only source of income is Social Security payments, welfare payments, or unemployment benefit payments; (3) you are unemployed with little or no income; (4) you have reasonable expenses exceeding your income; or (5) you have some other hardship condition. The IRS Office of Appeals may consider freezing collection action until your circumstances improve. Penalty and interest will continue to accrue on the unpaid balance.

You want action taken about the filing of the tax lien against your property – You can get a Federal Tax Lien released if you pay your taxes in full. You also may request a lien subordination, discharge, or withdrawal. See www.irs.gov for more information.

When you request **lien subordination**, you are asking the IRS to make a Federal Tax Lien secondary to a non-IRS lien. For example, you may ask for a subordination of the Federal Tax Lien to get a refinancing mortgage on your house or other real property you own. You would ask to make the Federal Tax Lien secondary to the mortgage, even though the mortgage came after the tax lien filing. The IRS Office of Appeals would consider lien subordination, in this example, if you used the mortgage proceeds to pay your taxes.

When you request a **lien discharge,** you are asking the IRS to remove a Federal Tax Lien from a specific property. For example, you may ask for a discharge of the Federal Tax Lien in order to sell your house if you use all of the sale proceeds to pay your taxes even though the sale proceeds will not fully pay all of the tax you owe.

When you request a **lien withdrawal**, you are asking the IRS to remove the Notice of Federal Tax Lien (NFTL) information from public records because you believe the NFTL should not have been filed. For example, you may ask for a withdrawal of the filing of the NFTL if you believe the IRS filed the NFTL prematurely or did not follow procedures, or you have entered into an installment agreement and the installment agreement does not provide for the filing of the NFTL. A withdrawal does not remove the lien from your IRS records.

Your spouse is responsible—"My spouse (or former spouse) is responsible for all or part of the tax liability." You may believe that your spouse or former spouse is the only one responsible for all or a part of the tax liability. If this is the case, you are requesting a hearing so you can receive relief as an innocent spouse. You should complete and attach Form 8857, *Request for Innocent Spouse Relief*, to your hearing request.

Other Reasons— "I am not liable for (I don't owe) all or part of the taxes." You can raise a disagreement about the amount you owe only if you did not receive a deficiency notice for the liability (a notice explaining why you owe taxes-it gives you the right to challenge in court, within a specific timeframe, the additional tax the IRS says you owe), or if you have not had another prior opportunity to disagree with the amount you owe.

"I do not believe I should be responsible for penalties." The IRS Office of Appeals may remove all or part of the penalties if you have a reasonable cause for not paying or not filing on time. See Notice 746, Information About Your Notice, Penalty and Interest for what is reasonable cause for removing penalties.

"I have already paid all or part of my taxes." You disagree with the amount the IRS says you haven't paid if you think you have not received credit for payment you have already made.

See Publication 594, *The IRS Collection Process,* for more information on the following topics: Installment Agreements and Offer in Compromise; Lien Subordination, Discharge, and Withdrawal; Innocent Spouse Relief; Temporarily Delay Collection; and belief that tax bill is wrong.

Collection Appeal Rights

You may appeal many IRS collection actions to the IRS Office of Appeals (Appeals). The Office of Appeals is separate from and independent of the IRS Collection office that initiated the collection action. We ensure and protect our independence by adhering to a strict policy of no ex parte communication with the IRS Collection office about the accuracy of the facts or the merits of your case without providing you an opportunity to participate at that meeting. Revenue Procedure 2000-43 has more information about Appeals' mandatory independence and ex parte communication and is available at www.IRS.gov. The two main procedures are **Collection Due Process** and **Collection Appeals Program**. Other procedures are described on page four of this publication and at www.IRS.gov.

Collection Due Process (CDP) is available if you receive one of the following notices:

- *Notice of Federal Tax Lien Filing and Your Right to a Hearing under IRC 6320*
- *Final Notice - Notice of Intent to Levy and Notice of Your Right to a Hearing*
- *Notice of Jeopardy Levy and Right of Appeal*
- *Notice of Levy on Your State Tax Refund – Notice of Your Right to a Hearing*
- *Notice of Levy and Notice of Right to a Hearing with respect to a Disqualified Employment Tax Levy*

Collection Appeals Program (CAP) is available for the following actions:

- *Before or after the IRS files a Notice of Federal Tax Lien*
- *Before or after the IRS levies or seizes your property*
- *Termination, or proposed termination, of an installment agreement*
- *Rejection of an installment agreement*

CAP is generally quicker and is available for a broader range of collection actions. However, you cannot go to court if you disagree with the CAP decision. CAP procedures are described on pages three and four of this publication.

You may represent yourself at CDP, CAP and other Appeals proceedings. Or, you may be represented by an attorney, certified public accountant, or a person enrolled to practice before the IRS. Also, you may be represented by a member of your immediate family, or in the case of a business, by regular full-time employees, general partners or bona fide officers.

A Low Income Tax Clinic (LITC) may represent you if you qualify. Most LITCs provide representation before the IRS or in court on audits, tax collection disputes, and other issues for free or for a small fee. Some clinics can provide multilingual information about taxpayer rights and responsibilities. Publication 4134, *Low Income Taxpayer Clinic List*, provides information on clinics in your area and is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov.

If you want your representative to contact us or appear without you and to receive and inspect confidential material, you must file a properly completed Form 2848, *Power of Attorney and Declaration of Representative*. You may also authorize an individual to receive or inspect confidential material but not represent you before the IRS, by filing a Form 8821, *Tax Information Authorization*. These forms are available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov.

HEARING AVAILABLE UNDER COLLECTION DUE PROCESS (CDP)

For Lien and Levy Notices

By law, you have the right to a CDP hearing by Appeals for these collection actions:

- The first time a Notice of Federal Tax Lien is filed for a tax and period.
- Before the first levy on your property for a tax and period.
- After levy on your state tax refund.
- After levy when collection is in jeopardy.

You may contest the CDP determination in the United States Tax Court.

Lien Notice: The IRS is required to notify you the first time a Notice of Federal Tax Lien is filed for each tax and period. The IRS must notify you within 5 business days after the lien filing. This notice may be mailed, given to you, or left at your home or office. You then have 30 days, after that 5-day period, to request a hearing with Appeals. The lien notice you receive will indicate the date this 30-day period expires.

Levy Notice: For each tax and period, the IRS is required to notify you the first time it intends to collect a tax liability by taking your property or rights to property. The IRS does this by issuing you a levy notice. The IRS can't levy or seize your property within 30 days from the date this notice is mailed, given to you, or left at your home or office. During that 30-day period, you may request a hearing with Appeals. There are three exceptions to issuing this notice before levy:

1. When collection of the tax is in jeopardy.
2. When IRS levies your state tax refund.
3. When the criteria for a Disqualified Employment Tax Levy is met.

You may request a hearing after the levy action in these instances.

If your request for a CDP hearing is not timely, you may request an equivalent hearing. To receive an equivalent hearing, your request must be postmarked on or before the end of the one-year period after the date of the levy notice or on or before the end of the one-year period plus 5 business days after the filing date of the Notice of Federal Tax Lien.

How do you request a CDP or equivalent hearing with the Office of Appeals?

Complete Form 12153, *Request for a Collection Due Process or Equivalent Hearing*, or other written request with the same information and send it to the address shown on your lien or levy notice. To request an equivalent hearing, you must check the Equivalent Hearing box on line 6 of Form 12153, or if you don't use Form 12513 write that you want an equivalent hearing if the CDP hearing request is late. If you received both a lien and a levy notice, you may appeal both actions by checking the boxes on line 5 of Form 12153 or if you don't use Form 12153, you may appeal both actions in one written request. You must identify your alternatives to, or your reasons for disagreeing with, the lien filing or the levy action. Alternatives or reasons for disagreeing may include:

- Collection alternatives such as installment agreement or offer in compromise.
- Subordination or discharge of lien.
- Withdrawal of Notice of Federal Tax Lien.
- Appropriate spousal defenses.
- The existence or amount of the tax, but only if you did not receive a notice of deficiency or did not otherwise have an opportunity to dispute the tax liability.
- Collection of the tax liability is causing or will cause an economic or other hardship.

You may not raise an issue that was raised and considered at a prior administrative or judicial hearing, if you, or your representative, participated meaningfully in the prior hearing or proceeding.

Form 12153 is available at your local IRS Office, by calling 1-800-829-3676, or from www.IRS.gov. Include a copy of your lien and/or levy notice. List all taxes and tax periods for which you are requesting a hearing. You are entitled to only one hearing relating to a lien notice and one hearing relating to a levy notice, for each taxable period. In general, the IRS will deny a hearing request that makes arguments identified by the IRS as frivolous or that is made to delay collection.

To preserve your right to go to court, you must request a CDP hearing within the time period provided by law. Your request for a CDP hearing must be sent to the address on the lien or levy notice and postmarked on or before the date shown in the lien notice or on or before the 30th day after the date of the levy notice.

Before you formally appeal a lien or levy notice by sending us Form 12153, you may be able to work out a solution with the Collection office that sent the notice. To do so, call the telephone number on the lien or levy notice and explain to the IRS employee listed on the notice or other representative why you disagree with the action. If a telphone number is not shown on the notice, you can call 1-800-829-1040. This contact, however, does NOT extend the 30-day period to make a written request for a CDP hearing.

What will happen when you request a CDP or equivalent hearing with the Office of Appeals?

After you request a hearing, you may still discuss your concerns with the Collection office that sent the lien or levy notice. If you are able to resolve the issues with that office, you may withdraw your request for a hearing. If you are unable to, or do not choose to, resolve the issues with the Collection office, your case will be forwarded immediately to Appeals.

Appeals will contact you to schedule a conference. Your hearing will consist of an in-person or telephone conference and one or more written or oral communications.

Unless the IRS has reason to believe that collection of the tax is in jeopardy, levy action is not permitted for the subject tax and periods during the 30 days after the levy notice and during the timely requested CDP hearing. Normally, there will be no levy action during the period you have to request a hearing from a lien notice and during the CDP hearing.

If your request for a CDP hearing is timely, the 10-year period the IRS has to collect your taxes will be suspended until the date the determination becomes final or you withdraw your request for a hearing in writing.

At the conclusion of the CDP hearing, Appeals will issue a determination letter. If you don't agree with Appeals' determination, you may request judicial review of the determination by petitioning the United States Tax Court within the time period provided for in the Appeals' determination letter.

Appeals will retain jurisdiction over its determination. You may return to Appeals if you believe that the Collection function did not carry out Appeals' determination as it was stated or if there is a change in your circumstances that affects Appeals' determination. However, you must first try to work with Collection to resolve the problem.

If your request for a CDP hearing is not timely and you request an equivalent hearing, the law does not prohibit collection action and the collection statute is not suspended. Furthermore, you cannot go to court if you disagree with Appeals' decision.

HEARING AVAILABLE UNDER COLLECTION APPEALS PROGRAM (CAP)

For Liens, Levies, Seizures and Installment Agreements

The CAP procedure is available under more circumstances than Collection Due Process (CDP). Unlike CDP, you may not challenge in CAP the existence or amount of your tax liability. You also cannot proceed to court if you don't agree with Appeals' decision in your CAP case. Collection actions you may appeal under CAP are:

Notice of Federal Tax Lien. You may appeal the proposed filing of a Notice of Federal Tax Lien (NFTL) or the actual filing of an NFTL at the first and each subsequent filing of the NFTL. You are entitled to a CDP hearing after the first filing of an NFTL. See the preceding information regarding **Hearing Available under Collection Due Process.** You may also appeal denied requests to withdraw a NFTL, and denied discharges, subordinations, and non-attachments of a lien.

Notice of Levy. You may appeal before or after the IRS places a levy on your wages, bank account or other property. You may also have additional CDP appeal rights. See the preceding information regarding **Hearing Available under Collection Due Process**. Once the levy proceeds have been sent to the IRS, you may also appeal the denial by the IRS of your request to have levied property returned to you.

Seizure of Property. You may appeal before or after the IRS makes a seizure but before the property is sold.

Rejection or Termination of Installment Agreement. You may appeal when the IRS rejects your request for an installment agreement. You may also appeal when the IRS proposes to terminate or terminates your installment agreement.

How do you appeal a lien or levy action if your only collection contact has been a notice or telephone call?

1. Call the IRS at the telephone number shown on your notice. Be prepared to explain which action(s) you disagree with and why you disagree. You must also offer a solution to your tax problem.
2. If you can't reach an agreement with the employee, tell the employee that you want to appeal his or her decision. The employee must honor your request and will refer you to a manager. The manager will either speak with you then or will return your call within 24 hours.
3. Explain to the manager which action(s) you disagree with and why. The manager will make a decision on the case. If you don't agree with the manager's decision, your case will be forwarded to Appeals for review. You do not have to submit the appeal request in writing.

How do you appeal a lien, levy or seizure action if you have been contacted by a Revenue Officer?

1. If you disagree with the decision of the Revenue Officer, you must first request a conference with the Collection manager.
2. If you do not resolve your disagreement with the Collection manager, you may submit a written request for Appeals consideration, preferably by completing Form 9423, *Collection Appeal Request*. This form is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov. Check the action(s) you disagree with and explain why you disagree. You must also offer a solution to resolve your tax problem.
3. Submit the Form 9423 to that Collection office.
4. If you request an appeal after the IRS makes a seizure, you must appeal to the Collection manager within 10 business days after the Notice of Seizure is given to you or left at your home or business.
5. You should let the Revenue Officer or manager know within 2 business days of your conference with the Collection manager if you want to appeal under CAP or the IRS will resume collection action. Your Form 9423 must be postmarked within 3 business days after the date of your conference with the Collection manager in order to prevent the resumption of collection action.

How do you appeal the denial by the IRS of your request to release or return levied or seized property, if you believed the property was wrongfully levied or seized?

1. If you do not agree with the denial of the request to release or return wrongfully levied/seized property or its value, you must first request a conference with the manager of the Advisory Group denying your request.
2. Call the telephone number on the letter denying your request and explain that you want a conference with the Advisory Group manager.
3. If you do not resolve your disagreement with the Advisory Group manager, you must submit a written request for Appeals consideration, preferably on Form 9423, *Collection Appeal Request*. This form is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov. Check the action you disagree with and explain why you disagree.
4. Submit the completed Form 9423 to the Advisory Group office that denied your request to release or return of wrongfully levied/seized property or its value.

How do you appeal the rejection of a proposed installment agreement?

1. Call the telephone number shown on the letter rejecting your proposed installment agreement and explain that you want to appeal the rejection. Your appeal need not be in writing unless the rejection letter was sent by a Revenue Officer, in which case your request for an appeal must be in writing, preferably using Form 9423, *Collection Appeal Request*. While a conference is recommended, you need not have a conference with a Collection manager before appealing the rejection of a proposed installment agreement.

2. Your request for an appeal of the rejection of a proposed installment agreement must be made on or before the 30th day after the date of the rejection letter (the mailing of a written request, including a Form 9423, must be postmarked on or before such day).

How do you appeal the termination of an installment agreement?

1. Call the telephone number shown on the notice that indicates that the IRS intends to terminate your installment agreement. If you are unable to resolve the matter, then explain that you want to appeal the termination. Your appeal need not be in writing unless the notice of intent to terminate your installment agreement was sent by a Revenue Officer, in which case your request for an appeal must be in writing, preferably using Form 9423, *Collection Appeal Request*. While a conference is recommended, you need not have a conference with a Collection manager before appealing the termination of an installment agreement.

2. You will have 76 days from the date of the notice of intent to terminate in which to request an appeal. Unless you appeal within 30 days after the date of the notice, or cure your default of the installment agreement, the installment agreement will terminate automatically on the 46th day after the date of the notice. After the 46th day, and the termination of your agreement, your right to appeal will continue for an additional 30 days. Accordingly, your request must be made on or before the 76th day after the date of the notice of intent to terminate (the mailing of a written request, including a Form 9423, must be postmarked on or before such 76th day).

What will happen when you appeal your case?

Lien, Levy and Seizure: Normally, the IRS will not take any action to collect the tax for the tax periods Appeals is considering, unless the IRS believes the collection of the tax is at risk or you are a business meeting the criteria for a Disqualified Employment Tax Levy.

Installment Agreements: ***IMPORTANT*** - The IRS can't levy until 30 days after the rejection or termination of your agreement. If you appeal within the 30-day period, the IRS will be prohibited from levying until your appeal is completed unless the IRS believes the collection of the tax is in jeopardy.

Once Appeals makes a decision regarding your case, that decision is binding on both you and the IRS. You cannot obtain judicial review of Appeals' decision following a CAP hearing.

Note: Providing false information, failure to provide all pertinent information or fraud will void Appeals' decision.

APPEAL OF OTHER COLLECTION ACTIONS

You may also appeal other collection actions:

- Rejected Offer in Compromise
- Proposed Trust Fund Recovery Penalty
- Denied Trust Fund Recovery Penalty Claim
- Denied request to abate penalties (i.e., late payment, late filing, or deposit penalties)

To dispute a penalty in Appeals, follow the protest requirements in Publication 5, *Your Appeal Rights and How To Prepare A Protest If You Don't Agree*. Also, the correspondence you receive on these types of cases will explain where you should send your protest.

Help if you are experiencing economic harm...

If you are experiencing economic harm or are seeking help in resolving a tax problem that has not been resolved through normal channels or believe an IRS system or procedure is not working, as it should, you may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TTD 1-800-829-4059. TAS cannot extend the time you have to request a CDP, equivalent or CAP hearing. The timeframes for requesting these hearings are explained in this publication.

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Your Rights as a Taxpayer

The first part of this publication explains some of your most important rights as a taxpayer. The second part explains the examination, appeal, collection, and refund processes. This publication is also available in Spanish.

THE IRS MISSION

PROVIDE AMERICA'S TAXPAYERS TOP QUALITY SERVICE BY HELPING THEM UNDERSTAND AND MEET THEIR TAX RESPONSIBILITIES AND BY APPLYING THE TAX LAW WITH INTEGRITY AND FAIRNESS TO ALL.

Declaration of Taxpayer Rights

I. Protection of Your Rights

IRS employees will explain and protect your rights as a taxpayer throughout your contact with us.

II. Privacy and Confidentiality

The IRS will not disclose to anyone the information you give us, except as authorized by law. You have the right to know why we are asking you for information, how we will use it, and what happens if you do not provide requested information.

III. Professional and Courteous Service

If you believe that an IRS employee has not treated you in a professional, fair, and courteous manner, you should tell that employee's supervisor. If the supervisor's response is not satisfactory, you should write to the IRS director for your area or the center where you file your return.

IV. Representation

You may either represent yourself or, with proper written authorization, have someone else represent you in your place. Your representative must be a person allowed to practice before the IRS, such as an attorney, certified public accountant, or enrolled agent. If you are in an interview and ask to consult such a person, then we must stop and reschedule the interview in most cases.

You can have someone accompany you at an interview. You may make sound recordings of any meetings with our examination, appeal, or collection personnel, provided you tell us in writing 10 days before the meeting.

V. Payment of Only the Correct Amount of Tax

You are responsible for paying only the correct amount of tax due under the law—no more, no less. If you cannot pay all of your tax when it is due, you may be able to make monthly installment payments.

VI. Help With Unresolved Tax Problems

The Taxpayer Advocate Service can help you if you have tried unsuccessfully to resolve a problem with the IRS. Your local Taxpayer Advocate can offer you special help if you have a significant hardship as a result of a tax problem. For more information, call toll free 1-877-777-4778 (1-800-829-4059 for TTY/TDD) or write to the Taxpayer Advocate at the IRS office that last contacted you.

VII. Appeals and Judicial Review

If you disagree with us about the amount of your tax liability or certain collection actions, you have the right to ask the Appeals Office to review your case. You may also ask a court to review your case.

VIII. Relief From Certain Penalties and Interest

The IRS will waive penalties when allowed by law if you can show you acted reasonably and in good faith or relied on the incorrect advice of an IRS employee. We will waive interest that is the result of certain errors or delays caused by an IRS employee.

Examinations, Appeals, Collections, and Refunds

Examinations (Audits)

We accept most taxpayers' returns as filed. If we inquire about your return or select it for examination, it does not suggest that you are dishonest. The inquiry or examination may or may not result in more tax. We may close your case without change; or, you may receive a refund.

The process of selecting a return for examination usually begins in one of two ways. First, we use computer programs to identify returns that may have incorrect amounts. These programs may be based on information returns, such as Forms 1099 and W-2, on studies of past examinations, or on certain issues identified by compliance projects. Second, we use information from outside sources that indicates that a return may have incorrect amounts. These sources may include newspapers, public records, and individuals. If we determine that the information is accurate and reliable, we may use it to select a return for examination.

Publication 556, Examination of Returns, Appeal Rights, and Claims for Refund, explains the rules and procedures that we follow in examinations. The following sections give an overview of how we conduct examinations.

By Mail

We handle many examinations and inquiries by mail. We will send you a letter with either a request for more information or a reason why we believe a change to your return may be needed. You can respond by mail or you can request a personal interview with an examiner. If you mail us the requested information or provide an explanation, we may or may not agree with you, and we will explain the reasons for any changes. Please do not hesitate to write to us about anything you do not understand.

By Interview

If we notify you that we will conduct your examination through a personal interview, or you request such an interview, you have the right to ask that the examination take place at a reasonable time and place that is convenient for both you and the IRS. If our examiner proposes any changes to your return, he or she will explain the reasons for the changes. If you do not agree with these changes, you can meet with the examiner's supervisor.

Repeat Examinations

If we examined your return for the same items in either of the 2 previous years and *proposed no change* to your tax liability, please contact us as soon as possible so we can see if we should discontinue the examination.

Appeals

If you do not agree with the examiner's proposed changes, you can appeal them to the Appeals Office of IRS. Most differences can be settled without expensive and time-consuming court trials. Your appeal rights are explained in detail in both Publication 5, Your Appeal Rights and How To Prepare a Protest If You Don't Agree, and Publication 556, Examination of Returns, Appeal Rights, and Claims for Refund.

If you do not wish to use the Appeals Office or disagree with its findings, you may be able to take your case to the U.S. Tax Court, U.S. Court of Federal Claims, or the U.S. District Court where you live. If you take your case to court, the IRS will have the burden of proving certain facts if you kept adequate records to show your tax liability, cooperated with the IRS, and meet certain other conditions. If the court agrees with you on most issues in your case and finds that our position was largely unjustified, you may be able to recover some of your administrative and litigation costs. You will not be eligible to recover these costs unless you tried to resolve your case administratively, including going through the appeals system, and you gave us the information necessary to resolve the case.

Collections

Publication 594, The IRS Collection Process, explains your rights and responsibilities regarding payment of federal taxes. It describes:

- What to do when you owe taxes. It describes what to do if you get a tax bill and what to do if you think your bill is wrong. It also covers making installment payments, delaying collection action, and submitting an offer in compromise.
- IRS collection actions. It covers liens, releasing a lien, levies, releasing a levy, seizures and sales, and release of property.

Your collection appeal rights are explained in detail in Publication 1660, Collection Appeal Rights.

Innocent Spouse Relief

Generally, both you and your spouse are each responsible for paying the full amount of tax, interest, and penalties due on your joint return. However, if you qualify for innocent spouse relief, you may be relieved of part or all of the joint liability. To request relief, you must file Form 8857, Request for Innocent Spouse Relief. For more information on innocent spouse relief, see Publication 971, Innocent Spouse Relief, and Form 8857.

Potential Third Party Contacts

Generally, the IRS will deal directly with you or your duly authorized representative. However, we sometimes talk with other persons if we need information that you have been unable to provide, or to verify information we have received. If we do contact other persons, such as a neighbor, bank, employer, or employees, 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 in your case. If we do contact other persons, you have a right to request a list of those contacted.

Refunds

You may file a claim for refund if you think you paid too much tax. You must generally file the claim within 3 years from the date you filed your original return or 2 years from the date you paid the tax, whichever is later. The law generally provides for interest on your refund if it is not paid within 45 days of the date you filed your return or claim for refund. Publication 556, Examination of Returns, Appeal Rights, and Claims for Refund, has more information on refunds.

If you were due a refund but you did not file a return, you generally must file your return within 3 years from the date the return was due (including extensions) to get that refund.

Tax Information

The IRS provides the following sources for forms, publications, and additional information.

- ***Tax Questions:*** 1-800-829-1040 (1-800-829-4059 for TTY/TDD)
- ***Forms and Publications:*** 1-800-829-3676 (1-800-829-4059 for TTY/TDD)
- ***Internet:*** *www.irs.gov*
- ***Small Business Ombudsman:*** A small business entity can participate in the regulatory process and comment on enforcement actions of IRS by calling 1-888-REG-FAIR.
- ***Treasury Inspector General for Tax Administration:*** You can confidentially report misconduct, waste, fraud, or abuse by an IRS employee by calling 1-800-366-4484 (1-800-877-8339 for TTY/TDD). You can remain anonymous.

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The IRS Collection Process
Publication 594

This publication provides a general description of the IRS collection process. The collection process is a series of actions that the IRS can take against you to collect the taxes you owe if you don't voluntarily pay them. The collection process will begin if you don't make your required payments in full and on time, after receiving your bill.

Please keep in mind that this publication is for information only, and may not account for every tax collection scenario. It's also not a technical analysis of tax law.

If you have questions or need help

Please visit www.irs.gov/formspubs/ to find all the IRS tax forms and publications mentioned here, or to do a keyword search on any topic.

You can also visit your local IRS office, or call the number on your bill. If you don't have a bill, please call:

- 1-800-829-1040 (individuals)
- 1-800-829-4933 (businesses)

Overview: Filing a tax return, billing, and collection 2
General steps from billing to collection 2
What you should do when you get an IRS bill 2
Who to contact for help. 2

Ways to pay your taxes 2
Options for paying in full. 2
Options if you can't pay in full now 3
If you need more time to pay. 3
How long we have to collect taxes. 3
How to appeal an IRS decision 4

If you don't pay on time: Understanding collection actions 4

Collection actions in detail 4
Federal tax lien 4
Notice of Federal Tax Lien 4
Levy 5
Summons 7

Information for employers: Collection of employment tax 8

Additional information. 8

Overview: Filing a tax return, billing, and collection

After you file your tax return, we'll determine if you owe taxes. If you owe, we'll send a bill for the amount due, including any penalties and interest. You're required to pay this, so if you avoid payment, we can take collection actions to recover your debt. Our goal is always to work with you to resolve your case before we have to take collection actions.

General steps from billing to collection

You file your tax return. Most returns are filed annually (by April 15th) or quarterly.

1. If you owe taxes, we'll send you a bill. This is your first bill for tax due. Based on your return, we'll calculate how much tax you owe, plus any interest and penalties.



2. If you don't pay your first bill, we'll send you at least one more bill. Remember, interest and penalties continue to accrue until you've paid your full amount due.



3. If you still don't pay after you receive your final bill, we'll begin collection actions. Collection actions can range from applying your previous tax year's refund to tax due to seizing your property and assets.



What you should do when you get an IRS bill

If you agree with the information on the bill, pay the full amount before the due date. If you can't pay the full amount due, pay as much as you can, and immediately contact us to explain your situation. Based on your ability to pay, we may provide you with alternate payment options.

If you disagree with the information on the bill, call the number on the bill, or visit your local IRS office. Be sure to have a copy of the bill and any tax returns, cancelled checks, or other records that will help us understand why you believe your bill is wrong. If we find that you're right, we'll adjust your account and, if necessary, send a revised bill.

If you don't pay the amount due or tell us why you disagree with it, we may take collection actions.

If you're involved in bankruptcy proceedings, please notify us immediately. The bankruptcy may not eliminate your tax debt, but we may temporarily stop collection. Call the number on your bill or 1-800-973-0424.

Who to contact for help

The Internal Revenue Service (IRS)

Please don't hesitate to contact us with any questions you may have. Call the number on your bill or 1-800-829-1040. You can also visit your local IRS office to speak with an IRS representative in person.

Taxpayer Advocate Service (TAS)

The Taxpayer Advocate Service is your voice at the IRS. It helps taxpayers whose problems with the IRS are causing financial difficulties, who have tried but haven't been able to resolve their problems with the IRS, and those who believe an IRS system or procedure is not working as it should. If you believe you're eligible for Taxpayer Advocate Service assistance, call the toll-free number at 1-877-777-4778 or TTY/TDD 1-800-829-4059. For more information, go to www.irs.gov/advocate.

Low Income Taxpayer Clinics (LITCs)

Low Income Taxpayer Clinics are independent from the IRS. Some clinics serve individuals whose income is below a certain level and who need to resolve a tax problem. These clinics provide professional representation before the IRS or in court on audits, appeals, tax collection disputes, and other issues for free or for a small fee. Some clinics can provide information about taxpayer rights and responsibilities in many different languages for individuals who speak English as a second language. For more information and to find a clinic near you; see the Low Income Taxpayer Clinics page on www.taxpayeradvocate.irs.gov or Publication 4134, Low Income Taxpayer Clinic List. This publication is also available by calling 1-800-829-3676 or at your local IRS office.

Ways to pay your taxes

To minimize interest and penalties, we recommend paying your taxes in full. However, if you're unable to pay in full, you can request an Installment Agreement or Offer in Compromise. These payment plans allow you to pay your taxes in installments over time, to pay less than you owe, or both. Keep in mind it's also important to stay current on your payments for future taxes. This means making your estimated tax payments, withholding payments, or federal tax deposits as necessary.

Options for paying in full

Pay with electronic funds transfer

For a convenient, secure way to pay, you can use the Electronic Federal Tax Payment System (EFTPS). To enroll, visit www.eftps.com or call 1-800-555-4477. For more information, see Publication 966, Electronic Choices to Pay All Your Federal Taxes.

Pay with your credit or debit card

For a fee, you can pay by credit or debit card by using an electronic payment service provider. For more information on making a payment using a credit or debit card, visit www.irs.gov/e-pay.

Pay by mail or in person at a local IRS office

You can mail a check to us at the address listed on your bill or bring it to your local IRS office. For a listing of offices near you, please visit www.irs.gov/localcontacts/index.html.

Options if you can't pay in full now

Apply for an Installment Agreement

An Installment Agreement with the IRS means that we'll allow you to make smaller periodic payments over time if you can't pay the full amount at once. There are several ways to apply for an Installment Agreement:

- **Online** at www.irs.gov/individuals/article/0,,id=149373,00.html. Only individuals who owe $50,000 or less can apply online.
- **By phone** Please call the number on your bill or 1-800-829-1040.
- **By mail** Please complete Form 9465, Installment Agreement Request, if you owe $25,000 or less. Complete Form 9465-FS, Installment Agreement Request, if you owe more than $25,000. Or you can use Form 2159, Payroll Deduction Agreement. Mail your form to the address on your bill.
- **In person** at your local IRS office.

If you request a payment plan, you can reduce penalties and interest by making voluntary payments according to the proposed plan's terms until you're notified whether we've accepted your payment plan request. Keep in mind that our acceptance of your interim payments doesn't mean we've approved your request. We'll notify you in writing once we've made our decision.

With an Installment Agreement, you can pay by check, direct debit, through payroll deductions, or electronic funds transfer. Keep in mind there's a user fee for Installment Agreements. However, if you meet our low-income guidelines, you can pay a reduced user fee. For more information, see Form 13844, Application for Reduced User Fee for Installment Agreements.

To be eligible for an Installment Agreement, you must file all required tax returns. Prior to approving your Installment Agreement request, we may ask you to complete a Collection Information Statement (Form 433-F, 433-A and/or Form 433-B) and provide proof of your financial status. Please have your financial information available if you apply over the phone or at an IRS office. For more information, see Publication 1854, How to Complete a Collection Information Statement (Form 433-A).

If we approve your request, we'll still charge applicable interest and penalties until you pay the amount or balance due in full, and may file a Notice of Federal Tax Lien (see page 4.) If we reject your Installment Agreement request, you may request that the Office of Appeals review your case. For more information, see Publication 1660, Collection Appeal Rights.

If you're unable to meet the terms of your approved Installment Agreement, please contact us immediately.

Apply for an Offer in Compromise (OIC)

You may be eligible for an Offer in Compromise if you can't pay the amount you owe in full or through installments. By requesting an Offer in Compromise, you're asking to settle unpaid taxes for less than the full amount you owe. We may accept an Offer in Compromise if:

- We agree that your tax debt may not be accurate,
- You have insufficient assets and income to pay the amount due, or
- Because of your exceptional circumstances, paying the amount due would cause an economic hardship or would be unjust.

For an Offer in Compromise to be considered, you must pay an application fee and make an initial or periodic payment. However, low income taxpayers may qualify for a waiver of the application fee and initial or periodic payment.

For more information, please see the Low Income Certification on Form 656, Offer in Compromise.

To apply for an Offer in Compromise, complete one of the following forms:

- **Form 656-L, Offer in Compromise (Doubt as to Liability)** Complete this if you think your tax debt isn't accurate.
- **Form 656, Offer in Compromise** Complete this if you're unable to pay the amount due, have an economic hardship, or other special circumstance that would cause paying the amount due to be unjust.

For more information, see Form 656-B, Offer in Compromise Booklet or visit www.irs.gov/individuals/article/0,,id=243822,00.html.

If you need more time to pay

Ask that we delay collection

If you can't pay any of the amount due, you can request that we delay collection until you're able to pay. Prior to approving your request, we may ask you to complete a Collection Information Statement and provide proof of your financial status. Please remember that even if we delay collection, we'll still charge applicable penalties and interest until you pay the full amount, and we may file a Notice of Federal Tax Lien (see page 4). We may also request updated financial information during this temporary delay to review your ability to pay.

How long we have to collect taxes

We can attempt to collect your taxes up to 10 years from the date they were assessed. However, there are exceptions to this time frame. For example, by law, we'll suspend and extend collection while:

- We're considering your request for an Installment Agreement or Offer in Compromise. If your request is rejected, we'll suspend collection for another 30 days, and during any period the Appeals Office is considering your appeal request.
- You live outside the U.S. continuously for at least 6 months. Collection is suspended while you're outside the U.S. and, if at the time of your return the normal collection period would expire before 6 months from the date of your return, the extended period won't expire before the expiration of the 6 months after your return.

- The tax periods we're collecting on are included in a bankruptcy with an automatic stay. We'll suspend collection for the time period we can't collect because of the automatic stay, plus 6 months.
- You request a Collection Due Process hearing. Collection will be suspended from the date of your request until a Notice of Determination is issued or the Tax Court's decision is final.
- We're considering your request for Innocent Spouse Relief. Collection will be suspended from the date of your request until 90 days after a Notice of Determination is issued, or if you file a timely petition to the Tax Court, until 60 days after the Tax Court's final decision. If you appeal the Tax Court's decision to a U.S. Court of Appeals, the collection period will begin 60 days after the appeal is filed, unless a bond is posted.

How to appeal an IRS decision

You can appeal most collection actions. Your main options for appeals are the following:

Collection Due Process (CDP)

The purpose of a Collection Due Process hearing is to review collection actions that were taken or have been proposed. You can request a Collection Due Process hearing if you receive any of the following notices:

- Notice of Federal Tax Lien Filing and Your Right to a Hearing
- Final Notice—Notice of Intent to Levy and Notice of Your Right to a Hearing
- Notice of Jeopardy Levy and Right of Appeal
- Notice of Levy on Your State Tax Refund—Notice of Your Right to a Hearing
- Notice of Levy and of Your Right to a Hearing

To request a Collection Due Process hearing, complete Form 12153, Request for a Collection Due Process or Equivalent Hearing, and send it to the address on your notice. You have 30 days from the date of the notice to request a Collection Due Process hearing. You can also request an Equivalent Hearing within one year from the date of the notice.

Collection Appeals Program (CAP)

Under the Collections Appeals Program, if you disagree with an IRS employee's decision and want to appeal it, you can ask their manager to review your case. If you then disagree with the manager's decision, you may continue with the Collection Appeals Program as outlined in Publication 1660. Instances in which you can pursue the Collection Appeals Program include, but aren't limited to:

- Before or after we file a Notice of Federal Tax Lien
- Before or after we seize ("levy") your property
- After we reject, terminate, or propose to terminate your Installment Agreement (a conference with the manager is recommended, but not required)

For more information about the Collection Due Process and Collection Appeals Program, please see Publication 1660, Collection Appeal Rights.

If you don't pay on time: Understanding collection actions

There are several words and phrases particular to the collection process. Here, we've defined some of the most commonly used collection terms:

Federal tax lien: A legal claim against all your current and future property, such as a house or car, and rights to property, such as wages and bank accounts. The lien automatically comes into existence if you don't pay your amount due after receiving your first bill.

Notice of Federal Tax Lien (NFTL): A public notice to creditors. It notifies them that there is a federal tax lien that attaches to all your current and future property and rights to property.

Levy: A legal seizure of property or rights to property to satisfy a tax debt. When property is seized ("levied"), it will be sold to help pay your tax debt. If wages or bank accounts are seized, the money will be applied to your tax debt.

Seizure: There is no legal difference between a seizure and a levy. Throughout this publication, we'll use both terms interchangeably.

Notice of Intent to Levy and Notice of Your Right to a Hearing: Generally, before property is seized, we have to send you this notice. If you don't pay your overdue taxes, make other arrangements to satisfy the tax debt, or request a hearing within 30 days of the date of this notice, we may seize your property.

Summons: A summons legally compels you or a third party to meet with the IRS and provide information, documents, or testimony.

Collection actions in detail

Federal tax lien: A legal claim against property

A lien is a legal claim against all your current and future property. When you don't pay your first bill for taxes due, a lien is created by law and attaches to your property. It applies to property (such as your home and car) and to any current and future rights you have to property.

Notice of Federal Tax Lien: Provides public notice to creditors that a lien exists

A Notice of Federal Tax Lien gives public notice to creditors. We file the Notice of Federal Tax Lien so we can establish the priority of our claim versus the claims of other creditors. The Notice of Federal Tax Lien is filed with local or state authorities, such as county registers of deeds or the Secretary of State offices.

If a Notice of Federal Tax Lien is filed against you, it's often reported by consumer credit reporting agencies. This can have a negative effect on your credit rating and make it difficult for you to receive credit (such as a loan or credit card). Employers, landlords, and others may also use this information and not favorably view the fact that a Notice of Federal Tax Lien has been filed against you.

What to do if a Notice of Federal Tax Lien is filed against you

You should pay the full amount you owe immediately. Keep in mind the Notice of Federal Tax Lien only shows your assessed balance as of the date of the notice. It doesn't show your payoff balance or include our charges for filing and releasing the lien. To find out the full amount you must pay to have the lien released, call 1-800-913-6050. If you have questions, call the number on your lien notice or 1-800-829-1040 or visit www.irs.gov/businesses/small/article/0,,id=108339,00.html.

How to appeal a Notice of Federal Tax Lien

Within 5 business days of filing the Notice of Federal Tax Lien, we'll send you a Notice of Your Right to a Collection Due Process Hearing. You'll have until the date shown on the notice to request a Collection Due Process hearing with the Office of Appeals. Send your Collection Due Process hearing request to the address on the notice. For more information, see Form 12153, Request for a Collection Due Process or Equivalent Hearing.

After your Collection Due Process hearing, the Office of Appeals will issue a determination on whether the Notice of Federal Tax Lien should remain filed, or whether it should be withdrawn, released, discharged, or subordinated. If you disagree with the determination, you have 30 days after it's made to seek a review in the U.S. Tax Court.

If you don't file a hearing request within 30 days, you aren't entitled to a Collection Due Process hearing, but you may be entitled to an equivalent hearing. The request for an equivalent hearing; however, doesn't prohibit us from seizing and doesn't suspend the 10-year period for collecting tax. In addition, you aren't entitled to a judicial review of the decision from the Equivalent Hearing.

In addition to any Collection Due Process rights you may have, you may also appeal a proposed or actual filing of a Notice of Federal Tax Lien under the Collection Appeals Program.

Reasons we'll "release" a federal tax lien

A "release" of a federal tax lien means that we have cleared both the lien for your debt and the public Notice of Federal Tax Lien. We do this by filing a Certificate of Release of Federal Tax Lien with the same state and local authorities with whom we filed your Notice of Federal Tax Lien. We'll release your lien if:

- Your debt is fully paid,
- Payment of your debt is guaranteed by a bond, or
- The period for collection has ended. (In this case, the release is automatic.)

For more information, see Publication 1450, Instructions on How to Request a Certificate of Release of Federal Tax Lien.

Reasons we may "withdraw" a Notice of Federal Tax Lien

A "withdrawal" removes the Notice of Federal Tax Lien from public record. The withdrawal tells other creditors that we're abandoning our lien priority. This doesn't mean that the federal tax lien is released, or that you're no longer liable for the amount due.

We may withdraw a Notice of Federal Tax Lien if:

- You've entered into an Installment Agreement to satisfy the tax liability, unless the Agreement provides otherwise. For certain types of taxes, we'll routinely withdraw a Notice of Federal Tax Lien if you've entered into a direct debit installment agreement and meet certain other conditions,
- It will help you pay your taxes more quickly,
- We didn't follow IRS procedures,
- It was filed during a bankruptcy automatic stay period, or
- It's in your best interest (as determined by the Taxpayer Advocate) and in the best interest of the government. For example, this could include when your debt has been satisfied and you request a withdrawal.

For more information, see Form 12277, Application for Withdrawal of Filed Notice of Federal Tax Lien.

How to apply for a "discharge" of a federal tax lien from property

A "discharge" removes the lien from specific property. There are several circumstances under which the federal tax lien can be discharged. For example, we may issue a Certificate of Discharge if you're selling property and a Notice of Federal Tax Lien has been filed; you may be able to remove or discharge the lien from that property through the sale. For more information on whether you qualify for a discharge, see Publication 783, Instructions on How to Apply for a Certificate of Discharge of Property from Federal Tax Lien. To watch an instructional video about Publication 783, visit www.irsvideos.gov/Individual/IRSLiens.

How to make the federal tax lien secondary to other creditors ("subordination")

A "subordination" is where a creditor is allowed to move ahead of the government's priority position. For example, if you're trying to refinance a mortgage on your home, but aren't able to because the federal tax lien has priority over the new mortgage, you may request that we subordinate our lien to the new mortgage. For more information on whether you qualify for a subordination, see Publication 784, How to Prepare an Application for a Certificate of Subordination of Federal Tax Lien. To watch an instructional video about Publication 784, visit www.irsvideos.gov/Individual/IRSLiens.

Appeal rights for withdrawal, discharge, or subordination

If we deny your request for a withdrawal, discharge, or subordination, you may appeal under Collections Appeals Program.

Levy: A seizure of property

While a federal tax lien is a legal claim against your property, a levy is a legal seizure that actually takes your property (such as your house or car) or your rights to property (such as your income, bank account, or Social Security payments) to satisfy your tax debt.

Keep in mind that we can't seize your property if you have a current or pending Installment Agreement, Offer in Compromise, or if we agree that you're unable to pay due to economic hardship, meaning seizing your property would result in your inability to meet basic, reasonable living expenses.

Reasons we may seize ("levy") your property or rights to property

If you don't pay your taxes (or make arrangements to settle your debt), we could seize and sell your property. We usually seize only after the following things have occurred:

- We assessed the tax and sent you a bill,
- You neglected or refused to pay the tax, and
- We sent you a Final Notice of Intent to Levy and Notice of Your Right to a Hearing at least 30 days before the seizure.

However, there are exceptions for when we don't have to provide a 30-day notice before seizing your property. These include situations when:

- The collection of the tax is in jeopardy,
- A levy is served to collect tax from a state tax refund,
- A levy is served to collect the tax debt of a federal contractor, or
- A Disqualified Employment Tax Levy (DETL) is served. A Disqualified Employment Tax Levy is the seizure of unpaid employment taxes and can be served when a taxpayer previously requested a Collection Due Process appeal on employment taxes for other periods within the past 2 years.

If we serve a levy under one of these exceptions, we'll send you a letter explaining the seizure and your appeal rights after the levy is issued.

What you should do if your property is seized ("levied")

If your property or federal payments are seized, call the number on your levy notice or 1-800-829-1040. If you're already working with an IRS employee, call him or her for assistance.

Examples of property we can seize ("levy")

- **Wages, salary, or commission held by someone else** If we seize your rights to wages, salary, commissions, or similar payments that are held by someone else, we'll serve a levy once, not each time you're paid. The one levy continues until your debt is fully paid, other arrangements are made, or the collection period ends.
  Other payments you receive, such as dividends and payments on promissory notes, are also subject to seizure. However, the seizure only reaches the payments due or the right to future payments as of the date of the levy.
- **Your bank account** Seizure of the funds in your bank account will include funds available for withdrawal up to the amount of the seizure. After the levy is issued, the bank will hold the available funds and give you 21 days to resolve any disputes about who owns the account before sending us the money. After 21 days, the bank will send us your money, plus any interest earned on that amount, unless you have resolved the issue in another way.
- **Your federal payments** As an alternative to the levy procedure used for other payments such as dividends and promissory notes, certain federal payments may be systemically seized through the Federal Payment Levy Program in order to pay your tax debt.
  Under this program, we can generally seize up to 15% of your federal payments (up to 100% of payments due to a vendor for goods or services sold or leased to the federal government). We'll serve the levy once, not each time you are paid. The one levy continues until your debt is fully paid, other arrangements are made, the collection period ends, or the IRS releases the levy.
  The federal payments that can be seized in this program include, but aren't limited to, federal retirement annuity income from the Office of Personnel Management, Social Security benefits under Title II of the Social Security Act (OASDI), and federal contractor/vendor payments.
- **Your house, car, or other property** If we seize your house or other property, we'll sell your interest in the property and apply the proceeds (after the costs of the sale) to your tax debt.
  Prior to selling your property, we'll calculate a minimum bid price. We'll also provide you with a copy of the calculation and give you an opportunity to challenge the fair market value determination. We'll then provide you with the notice of sale and announce the pending sale to the public, usually through local newspapers or flyers posted in public places.
  After giving public notice, we'll generally wait 10 days before selling your property. Money from the sale pays for the cost of seizing and selling the property and, finally, your tax debt. If there's money left over from the sale after paying off your tax debt, we'll tell you how to get a refund.

Property that can't be seized ("levied")

Certain property is exempt from seizure. For example, we can't seize the following: unemployment benefits, certain annuity and pension benefits, certain service-connected disability payments, workers compensation, certain public assistance payments, minimum weekly exempt income, assistance under the Job Training Partnership Act, and income for court-ordered child support payments.

We also can't seize necessary schoolbooks and clothing, undelivered mail, certain amounts worth of fuel, provisions, furniture, personal effects for a household, and certain amounts worth of books and tools for trade, business, or professions. There are also limitations on our ability to seize a primary residence and certain business assets.

Lastly, we can't seize your property unless we expect net proceeds to help pay off your tax debt.

How to appeal a proposed seizure ("levy")

You can request a Collection Due Process hearing within 30 days from the date of your Notice of Intent to Levy and Notice of Your Right to a Hearing. Send your request to the address on your notice. For more information, see Form 12153, Request for a Collection Due Process or Equivalent Hearing. At the conclusion of your hearing, the Office of Appeals will provide a determination. You'll have 30 days after the determination to challenge it in the U.S. Tax Court.

If you don't file a hearing request within 30 days, you're not entitled to a Collection Due Process hearing, but you may be entitled to an Equivalent Hearing. The request for an Equivalent Hearing, however, doesn't prohibit us from seizing and doesn't suspend the 10-year period for collecting tax. In addition, you're not entitled to a judicial review of the decision from the Equivalent Hearing.

If Collection Due Process rights aren't available for your case, you may have other appeal options, such as the Collection Appeals Program.

Reasons we "release" a levy

The Internal Revenue Code (IRC) specifically provides that we must release a levy if we determine that:

- You paid the amount you owe,
- The period for collection ended prior to the levy being issued,
- It will help you pay your taxes,
- You enter into an Installment Agreement and the terms of the agreement don't allow for the levy to continue,
- The levy creates an economic hardship on you, meaning we've determined that you're unable to meet basic, reasonable living expenses, or
- The value of the property is more than the amount owed and releasing the levy won't hinder our ability to collect the amount owed.

In addition, a levy on wages or salary must be released as soon as possible if we determine that your tax isn't collectible.

We'll also release a levy if it was issued improperly. For example, we'll release a levy if it was issued:

- Against property exempt from seizure,
- Prematurely,
- Before we sent you the required notice,
- While you're in bankruptcy and an automatic stay is in effect,
- Where the expenses of seizing and selling the levied property would be greater than the fair market value of the property,
- While an Installment Agreement request, Innocent Spouse Relief request, or Offer in Compromise is being considered or had been accepted and is in effect, or
- While the Office of Appeals or Tax Court is considering certain appeals and the levy wasn't a Disqualified Employment Tax Levy to collect employment taxes, a state refund, or jeopardy levy.

Reasons we may return seized ("levied") property

We may return your property if:

- Its seizure was premature,
- Its seizure was in violation of the law,
- Returning the seized property will help our collection of your debt,
- You enter into an Installment Agreement that doesn't allow a levy,
- We didn't follow IRS procedures, or
- It's in your best interest (as determined by the Taxpayer Advocate) and in the best interest of the government.

If we decide to return your property but it's already been sold, we'll give you the money we received from the sale. You can file a request for seized property to be returned, or we can return seized property on our own initiative, generally up to 9 months after the seizure.

How to recover seized ("levied") property that's been sold

To recover your real estate, you (and anyone with interest in the property) may recoup it within 180 days of the sale by paying the purchaser what they paid, plus interest at 20% annually.

If your property has been seized ("levied") to collect tax owed by someone else, you may appeal under the Collection Appeals Program or (within the time prescribed by law), file a claim under Internal Revenue Code section 6343(b), or you may (within the time prescribed by law) file a suit under Internal Revenue Code section 7426 for the return of the wrongfully seized property. For more information, see Publication 4528, Making an Administrative Wrongful Levy Claim under Internal Revenue Code section 6343(b).

How to recover economic damages

If our seizure was in error, your payment was lost or misplaced, or there was a direct debit Installment Agreement processing error and you incurred bank charges, we may reimburse you for charges you paid. For more information, see Form 8546, Claim for Reimbursement of Bank Charges. If your claim is denied, you can sue the federal government for economic damages.

If we intentionally or negligently didn't follow Internal Revenue law while collecting your taxes, or you're not the taxpayer and we wrongfully seized your property, you may be entitled to recover economic damages. Mail your written administrative claim to the attention of the Advisory Group Manager for your area at the address listed in Publication 4235, Collection Advisory Group Addresses. If you've filed a claim and your claim is denied, you can sue the federal government, but not the IRS employee, for economic damages.

Summons: Used to secure information

If we're having trouble gathering information to determine or collect taxes you owe, we may serve a summons. A summons legally compels you or a third party to meet with an officer of the IRS and provide information, documents, and/or testimony.

If you're responsible for a tax liability and we serve a summons on you, you may be required to:

- Testify,
- Bring books and records to prepare a tax return, and/or
- Produce documents to prepare a Collection Information Statement, Form 433-A or Form 433-B.

If you can't make your summons appointment, immediately call the number listed on your notice. If you don't call us and don't attend your appointment, serious legal action may be taken against you.

If we serve a third-party summons to determine tax liability, you'll receive a notice indicating that we're contacting a third party. Third parties can be financial institutions, record keepers, or people with relevant information to your case. We won't review their information or receive testimony until the end of the 23rd day after the notice was given. You also have the right to:

- Petition to reject ("quash") the summons before the end of the 20th day after the date of the notice, or
- Petition to intervene in a suit to enforce a summons to which the third party didn't comply.

If we issue a third-party summons to collect taxes you already owe, you won't receive notice or be able to petition to reject or intervene in a suit to enforce the summons.

Information for employers: Collection of employment tax

About employment taxes

Employment taxes are the amount you must withhold from your employees for their income tax and Social Security/Medicare tax, plus the amount of Social Security/Medicare tax you pay for each employee. Federal unemployment taxes are also considered employment taxes.

What we'll do if you don't pay your employment taxes:

- Assess a failure to deposit penalty, up to 15% of the amount not deposited in a timely manner.
- We may propose a Trust Fund Recovery Penalty assessment against the individuals responsible for failing to pay the trust fund taxes.

About trust fund taxes

Trust fund taxes are the income tax, Social Security tax, and Medicare tax withheld from the employee's wages. They are called trust fund taxes because the employer holds these funds "in trust" for the government until it submits them in a federal tax deposit. Certain excise taxes are also considered trust fund taxes because they are collected and held in trust for the government until submitted in a federal tax deposit. For more information, see Publication 510, Excise Taxes.

To encourage prompt payment of withheld employment taxes and collected excise taxes, Congress has passed a law that provides for the Trust Fund Recovery Penalty. For more information, see Publication 15, Circular E, Employer's Tax Guide.

Trust Fund Recovery Penalty

The Trust Fund Recovery Penalty is a penalty that is assessed personally against the individual or individuals who are responsible for paying the trust fund taxes but willfully did not do so. The amount of the penalty is equal to the amount of the unpaid trust fund taxes. For additional information, please see Notice 784, Could You be Personally Liable for Certain Unpaid Federal Taxes?, or visit www.irs.gov/businesses/small/article/0,,id=108357,00.html.

If the Trust Fund Recovery Penalty is proposed against you

You'll receive a letter and Form 2751, Proposed Assessment of Trust Fund Recovery Penalty.

If you agree with the penalty, sign and return Form 2751 within 60 days from the date of the letter. To avoid the assessment of the Trust Fund Recovery Penalty, you may also pay the trust fund taxes personally.

If you disagree with the penalty, you have 10 days from the date of the letter to let us know that you don't agree with the proposed assessment, have additional information to support your case, or want to try to resolve the matter informally. If you can't resolve the disagreement with us, you have 60 days from the date of the letter to appeal with the Office of Appeals. For more information, see Publication 5, Your Appeal Rights and How to Prepare a Protest if You Don't Agree.

If you don't respond to the letter, we'll assess the penalty amount against you personally and begin the collection process to collect it. We may assess this penalty against a responsible person regardless of whether the company is still in business.

Additional information

Innocent Spouse Relief

Generally, both you and your spouse are responsible, jointly and individually, for paying any tax, interest, or penalties on your joint return. If you believe your current or former spouse should be solely responsible for an incorrect item or an underpayment of tax on your joint tax return, you may be eligible for Innocent Spouse Relief. This could change the amount you owe, or you may be entitled to a refund. Keep in mind you generally must submit Form 8857, Request for Innocent Spouse Relief, no later than two years from the date of our first attempt to collect the outstanding debt, except for requests for equitable relief under Internal Revenue Code section 6015(f). For additional information, see Publication 971, Innocent Spouse Relief.

Representation during the collection process

During the collection process, a hearing, or an appeal, you can be represented by yourself, an attorney, a certified public accountant, an enrolled agent, an immediate family member, or any person enrolled to practice before the IRS. If you're a business, you can also be represented by full-time employees, general partners, or bona fide officers.

To have your representative appear before us, contact us on your behalf, and/or receive your confidential material, file Form 2848, Power of Attorney and Declaration of Representative.

To authorize someone to receive or inspect confidential material, file Form 8821, Tax Information Authorization.

Sharing your tax information

During the collection process, we're authorized to share your tax information in some cases with city and state tax agencies, the Department of Justice, federal agencies, people you authorize to represent you, and certain foreign governments (under tax treaty provisions).

We may contact a third party

The law allows us to contact others (such as neighbors, banks, employers, or employees) to investigate your case. You have the right to request a list of third parties contacted about your case.

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Collection Appeal Rights

You may appeal many IRS collection actions to the IRS Office of Appeals (Appeals). The Office of Appeals is separate from and independent of the IRS Collection office that initiated the collection action. We ensure and protect our independence by adhering to a strict policy of no ex parte communication with the IRS Collection office about the accuracy of the facts or the merits of your case without providing you an opportunity to participate at that meeting. Revenue Procedure 2000-43 has more information about Appeals' mandatory independence and ex parte communication and is available at www.IRS.gov. The two main procedures are **Collection Due Process** and **Collection Appeals Program**. Other procedures are described on page four of this publication and at www.IRS.gov.

Collection Due Process (CDP) is available if you receive one of the following notices:

- *Notice of Federal Tax Lien Filing and Your Right to a Hearing under IRC 6320*
- *Final Notice - Notice of Intent to Levy and Notice of Your Right to a Hearing*
- *Notice of Jeopardy Levy and Right of Appeal*
- *Notice of Levy on Your State Tax Refund – Notice of Your Right to a Hearing*
- *Notice of Levy and Notice of Right to a Hearing with respect to a Disqualified Employment Tax Levy*

Collection Appeals Program (CAP) is available for the following actions:

- *Before or after the IRS files a Notice of Federal Tax Lien*
- *Before or after the IRS levies or seizes your property*
- *Termination, or proposed termination, of an installment agreement*
- *Rejection of an installment agreement*

CAP is generally quicker and is available for a broader range of collection actions. However, you cannot go to court if you disagree with the CAP decision. CAP procedures are described on pages three and four of this publication.

You may represent yourself at CDP, CAP and other Appeals proceedings. Or, you may be represented by an attorney, certified public accountant, or a person enrolled to practice before the IRS. Also, you may be represented by a member of your immediate family, or in the case of a business, by regular full-time employees, general partners or bona fide officers.

A Low Income Tax Clinic (LITC) may represent you if you qualify. Most LITCs provide representation before the IRS or in court on audits, tax collection disputes, and other issues for free or for a small fee. Some clinics can provide multilingual information about taxpayer rights and responsibilities. Publication 4134, *Low Income Taxpayer Clinic List*, provides information on clinics in your area and is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov.

If you want your representative to contact us or appear without you and to receive and inspect confidential material, you must file a properly completed Form 2848, *Power of Attorney and Declaration of Representative*. You may also authorize an individual to receive or inspect confidential material but not represent you before the IRS, by filing a Form 8821, *Tax Information Authorization*. These forms are available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov.

HEARING AVAILABLE UNDER COLLECTION DUE PROCESS (CDP)

For Lien and Levy Notices

By law, you have the right to a CDP hearing by Appeals for these collection actions:

- The first time a Notice of Federal Tax Lien is filed for a tax and period.
- Before the first levy on your property for a tax and period.
- After levy on your state tax refund.
- After levy when collection is in jeopardy.

You may contest the CDP determination in the United States Tax Court.

Lien Notice: The IRS is required to notify you the first time a Notice of Federal Tax Lien is filed for each tax and period. The IRS must notify you within 5 business days after the lien filing. This notice may be mailed, given to you, or left at your home or office. You then have 30 days, after that 5-day period, to request a hearing with Appeals. The lien notice you receive will indicate the date this 30-day period expires.

Levy Notice: For each tax and period, the IRS is required to notify you the first time it intends to collect a tax liability by taking your property or rights to property. The IRS does this by issuing you a levy notice. The IRS can't levy or seize your property within 30 days from the date this notice is mailed, given to you, or left at your home or office. During that 30-day period, you may request a hearing with Appeals. There are three exceptions to issuing this notice before levy:

1. When collection of the tax is in jeopardy.
2. When IRS levies your state tax refund.
3. When the criteria for a Disqualified Employment Tax Levy is met.

You may request a hearing after the levy action in these instances.

If your request for a CDP hearing is not timely, you may request an equivalent hearing. To receive an equivalent hearing, your request must be postmarked on or before the end of the one-year period after the date of the levy notice or on or before the end of the one-year period plus 5 business days after the filing date of the Notice of Federal Tax Lien.

How do you request a CDP or equivalent hearing with the Office of Appeals?

Complete Form 12153, *Request for a Collection Due Process or Equivalent Hearing*, or other written request with the same information and send it to the address shown on your lien or levy notice. To request an equivalent hearing, you must check the Equivalent Hearing box on line 6 of Form 12153, or if you don't use Form 12513 write that you want an equivalent hearing if the CDP hearing request is late. If you received both a lien and a levy notice, you may appeal both actions by checking the boxes on line 5 of Form 12153 or if you don't use Form 12153, you may appeal both actions in one written request. You must identify your alternatives to, or your reasons for disagreeing with, the lien filing or the levy action. Alternatives or reasons for disagreeing may include:

- Collection alternatives such as installment agreement or offer in compromise.
- Subordination or discharge of lien.
- Withdrawal of Notice of Federal Tax Lien.
- Appropriate spousal defenses.
- The existence or amount of the tax, but only if you did not receive a notice of deficiency or did not otherwise have an opportunity to dispute the tax liability.
- Collection of the tax liability is causing or will cause an economic or other hardship.

You may not raise an issue that was raised and considered at a prior administrative or judicial hearing, if you, or your representative, participated meaningfully in the prior hearing or proceeding.

Form 12153 is available at your local IRS Office, by calling 1-800-829-3676, or from www.IRS.gov. Include a copy of your lien and/or levy notice. List all taxes and tax periods for which you are requesting a hearing. You are entitled to only one hearing relating to a lien notice and one hearing relating to a levy notice, for each taxable period. In general, the IRS will deny a hearing request that makes arguments identified by the IRS as frivolous or that is made to delay collection.

To preserve your right to go to court, you must request a CDP hearing within the time period provided by law. Your request for a CDP hearing must be sent to the address on the lien or levy notice and postmarked on or before the date shown in the lien notice or on or before the 30th day after the date of the levy notice.

Before you formally appeal a lien or levy notice by sending us Form 12153, you may be able to work out a solution with the Collection office that sent the notice. To do so, call the telephone number on the lien or levy notice and explain to the IRS employee listed on the notice or other representative why you disagree with the action. If a telphone number is not shown on the notice, you can call 1-800-829-1040. This contact, however, does NOT extend the 30-day period to make a written request for a CDP hearing.

What will happen when you request a CDP or equivalent hearing with the Office of Appeals?

After you request a hearing, you may still discuss your concerns with the Collection office that sent the lien or levy notice. If you are able to resolve the issues with that office, you may withdraw your request for a hearing. If you are unable to, or do not choose to, resolve the issues with the Collection office, your case will be forwarded immediately to Appeals.

Appeals will contact you to schedule a conference. Your hearing will consist of an in-person or telephone conference and one or more written or oral communications.

Unless the IRS has reason to believe that collection of the tax is in jeopardy, levy action is not permitted for the subject tax and periods during the 30 days after the levy notice and during the timely requested CDP hearing. Normally, there will be no levy action during the period you have to request a hearing from a lien notice and during the CDP hearing.

If your request for a CDP hearing is timely, the 10-year period the IRS has to collect your taxes will be suspended until the date the determination becomes final or you withdraw your request for a hearing in writing.

At the conclusion of the CDP hearing, Appeals will issue a determination letter. If you don't agree with Appeals' determination, you may request judicial review of the determination by petitioning the United States Tax Court within the time period provided for in the Appeals' determination letter.

Appeals will retain jurisdiction over its determination. You may return to Appeals if you believe that the Collection function did not carry out Appeals' determination as it was stated or if there is a change in your circumstances that affects Appeals' determination. However, you must first try to work with Collection to resolve the problem.

If your request for a CDP hearing is not timely and you request an equivalent hearing, the law does not prohibit collection action and the collection statute is not suspended. Furthermore, you cannot go to court if you disagree with Appeals' decision.

HEARING AVAILABLE UNDER COLLECTION APPEALS PROGRAM (CAP)

For Liens, Levies, Seizures and Installment Agreements

The CAP procedure is available under more circumstances than Collection Due Process (CDP). Unlike CDP, you may not challenge in CAP the existence or amount of your tax liability. You also cannot proceed to court if you don't agree with Appeals' decision in your CAP case. Collection actions you may appeal under CAP are:

Notice of Federal Tax Lien. You may appeal the proposed filing of a Notice of Federal Tax Lien (NFTL) or the actual filing of an NFTL at the first and each subsequent filing of the NFTL. You are entitled to a CDP hearing after the first filing of an NFTL. See the preceding information regarding **Hearing Available under Collection Due Process.** You may also appeal denied requests to withdraw a NFTL, and denied discharges, subordinations, and non-attachments of a lien.

Notice of Levy. You may appeal before or after the IRS places a levy on your wages, bank account or other property. You may also have additional CDP appeal rights. See the preceding information regarding **Hearing Available under Collection Due Process**. Once the levy proceeds have been sent to the IRS, you may also appeal the denial by the IRS of your request to have levied property returned to you.

Seizure of Property. You may appeal before or after the IRS makes a seizure but before the property is sold.

Rejection or Termination of Installment Agreement. You may appeal when the IRS rejects your request for an installment agreement. You may also appeal when the IRS proposes to terminate or terminates your installment agreement.

How do you appeal a lien or levy action if your only collection contact has been a notice or telephone call?

1. Call the IRS at the telephone number shown on your notice. Be prepared to explain which action(s) you disagree with and why you disagree. You must also offer a solution to your tax problem.
2. If you can't reach an agreement with the employee, tell the employee that you want to appeal his or her decision. The employee must honor your request and will refer you to a manager. The manager will either speak with you then or will return your call within 24 hours.
3. Explain to the manager which action(s) you disagree with and why. The manager will make a decision on the case. If you don't agree with the manager's decision, your case will be forwarded to Appeals for review. You do not have to submit the appeal request in writing.

How do you appeal a lien, levy or seizure action if you have been contacted by a Revenue Officer?

1. If you disagree with the decision of the Revenue Officer, you must first request a conference with the Collection manager.
2. If you do not resolve your disagreement with the Collection manager, you may submit a written request for Appeals consideration, preferably by completing Form 9423, *Collection Appeal Request*. This form is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov. Check the action(s) you disagree with and explain why you disagree. You must also offer a solution to resolve your tax problem.
3. Submit the Form 9423 to that Collection office.
4. If you request an appeal after the IRS makes a seizure, you must appeal to the Collection manager within 10 business days after the Notice of Seizure is given to you or left at your home or business.
5. You should let the Revenue Officer or manager know within 2 business days of your conference with the Collection manager if you want to appeal under CAP or the IRS will resume collection action. Your Form 9423 must be postmarked within 3 business days after the date of your conference with the Collection manager in order to prevent the resumption of collection action.

How do you appeal the denial by the IRS of your request to release or return levied or seized property, if you believed the property was wrongfully levied or seized?

1. If you do not agree with the denial of the request to release or return wrongfully levied/seized property or its value, you must first request a conference with the manager of the Advisory Group denying your request.
2. Call the telephone number on the letter denying your request and explain that you want a conference with the Advisory Group manager.
3. If you do not resolve your disagreement with the Advisory Group manager, you must submit a written request for Appeals consideration, preferably on Form 9423, *Collection Appeal Request*. This form is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov. Check the action you disagree with and explain why you disagree.
4. Submit the completed Form 9423 to the Advisory Group office that denied your request to release or return of wrongfully levied/seized property or its value.

How do you appeal the rejection of a proposed installment agreement?

1. Call the telephone number shown on the letter rejecting your proposed installment agreement and explain that you want to appeal the rejection. Your appeal need not be in writing unless the rejection letter was sent by a Revenue Officer, in which case your request for an appeal must be in writing, preferably using Form 9423, *Collection Appeal Request*. While a conference is recommended, you need not have a conference with a Collection manager before appealing the rejection of a proposed installment agreement.

2. Your request for an appeal of the rejection of a proposed installment agreement must be made on or before the 30th day after the date of the rejection letter (the mailing of a written request, including a Form 9423, must be postmarked on or before such day).

How do you appeal the termination of an installment agreement?

1. Call the telephone number shown on the notice that indicates that the IRS intends to terminate your installment agreement. If you are unable to resolve the matter, then explain that you want to appeal the termination. Your appeal need not be in writing unless the notice of intent to terminate your installment agreement was sent by a Revenue Officer, in which case your request for an appeal must be in writing, preferably using Form 9423, *Collection Appeal Request*. While a conference is recommended, you need not have a conference with a Collection manager before appealing the termination of an installment agreement.

2. You will have 76 days from the date of the notice of intent to terminate in which to request an appeal. Unless you appeal within 30 days after the date of the notice, or cure your default of the installment agreement, the installment agreement will terminate automatically on the 46th day after the date of the notice. After the 46th day, and the termination of your agreement, your right to appeal will continue for an additional 30 days. Accordingly, your request must be made on or before the 76th day after the date of the notice of intent to terminate (the mailing of a written request, including a Form 9423, must be postmarked on or before such 76th day).

What will happen when you appeal your case?

Lien, Levy and Seizure: Normally, the IRS will not take any action to collect the tax for the tax periods Appeals is considering, unless the IRS believes the collection of the tax is at risk or you are a business meeting the criteria for a Disqualified Employment Tax Levy.

Installment Agreements: ***IMPORTANT*** **-** The IRS can't levy until 30 days after the rejection or termination of your agreement. If you appeal within the 30-day period, the IRS will be prohibited from levying until your appeal is completed unless the IRS believes the collection of the tax is in jeopardy.

Once Appeals makes a decision regarding your case, that decision is binding on both you and the IRS. You cannot obtain judicial review of Appeals' decision following a CAP hearing.

Note: Providing false information, failure to provide all pertinent information or fraud will void Appeals' decision.

APPEAL OF OTHER COLLECTION ACTIONS

You may also appeal other collection actions:

- Rejected Offer in Compromise
- Proposed Trust Fund Recovery Penalty
- Denied Trust Fund Recovery Penalty Claim
- Denied request to abate penalties (i.e., late payment, late filing, or deposit penalties)

To dispute a penalty in Appeals, follow the protest requirements in Publication 5, *Your Appeal Rights and How To Prepare A Protest If You Don't Agree*. Also, the correspondence you receive on these types of cases will explain where you should send your protest.

Help if you are experiencing economic harm...

If you are experiencing economic harm or are seeking help in resolving a tax problem that has not been resolved through normal channels or believe an IRS system or procedure is not working, as it should, you may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TTD 1-800-829-4059. TAS cannot extend the time you have to request a CDP, equivalent or CAP hearing. The timeframes for requesting these hearings are explained in this publication.

IRS

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Summary of Taxpayer Contact

Taxpayer's Name	Taxpayer's ID #
BERNSTEIN FAMILY INVESTMENTS LLLP	26-2124343

The contents of Publication 1, Your Rights as a Taxpayer, and Publication 594, The IRS Collection Process were outlined and discussed with you. This form, along with copies of the publications as appropriate, were provided to you.

In order to determine the appropriate resolution of your case, we need to calculate/verify your ability to pay the tax delinquencies, and ensure that you remain in current compliance with applicable filing and paying requirements. To assist us in doing so, please provide the following information/documents by the date required.

Information/Documents required	Date Required
Bank statements from 1-1-2013 to 3-31-2013	04/16/2013
Funding Sources (line of credit, etc.)	04/16/2013
Personal bank statements from 1-1-2013 to 3-31-2013	04/16/2013
Personal wage statements from 1-1-2013 to 3-31-2013	04/16/2013
List of officers/directors/major shareholders and names of anyone listed on the Corporation's bank signature card. Include their Social Security Number, title, home address and telephone number.	04/16/2013
List of any real property owned by the business / proprietor(s) with mortgage & payoff documentation	04/16/2013
List of Accounts Receivable with address to include current contract jobs and loans. Include an age analysis of each account. If no receivables, include a list of major clients.	04/16/2013
List of vehicles owned by the business and officers with loan documentation and payoff.	04/16/2013
List of machinery, merchandise (inventory) & copies of documents, i.e., Uniform Commercial Codes, showing any encumbrances	04/16/2013
List of Suppliers	04/16/2013
Copies of documents verifying business expenses, i.e., telephone, insurance, supplies, etc.	04/16/2013
Employment tax deposits are required. Electronic deposit is required and Publication 966 is enclosed for guidance. You must provide proof of timely deposits to the Revenue Officer in the form of a receipt copy	04/16/2013
Estimated tax payments are required for self-employed individuals.	04/16/2013

Enclosed please find Publications:

Pub 1 - "Your Rights as a Taxpayer"

Pub 594 - "What You Should Know about the IRS Collection Process"

COMPLETE THE 433-A 433-B FORMS AND I WILL REQUIRE PROOF OF MONTHLY INCOME AND EXPENSES 4/16/2013

Notification of consequences of failure to meet the above deadlines: Failure to meet the above deadlines by the specified date(s) may require the IRS to take certain actions, such as issuing a summons, issuing a Notice of Levy, or other actions as specified below.

SUMMONS, AND LEVIES WILL BE ISSUED AS WELL AS POSSIBLE SEIZURE ACTIVITY

Revenue Officer Name	Date	Telephone / Fax Number
MR. D. WEINSTEIN - 6503794	04/03/2013	(954)423-7773 Fax: (954)423-7245

Office Address

7850 S. W. 6TH COURT STOP 5390 PLANTATION, FL 33324-3202000

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		

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				
5.	CBIZ Goldstein Lewin PO Box 953152 St. Louis, MO 63195-3152	$1,886.94					

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 07, 2013 6:21 PM
To: Robert Spallina
Subject: RE: pls call me

Robert,

I have decided to pay the club as I do not think we are going to be able to get done what I would like to do. Unfortunately, it is going to reduce the assets of the estate this way but I am too busy to fight the fight. Deborah will get a check out to the club by Monday and I will call the club office to let them know.

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, February 07, 2013 2:45 PM
To: Ted Bernstein
Subject: RE: pls call me

thx

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 07, 2013 2:42 PM
To: Robert Spallina
Subject: RE: pls call me

Will do, within 30.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, February 07, 2013 2:35 PM
To: Ted Bernstein
Subject: pls call me

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

Robert Spallina

From: Warren J. Kozlow, Esq. [warrenk@wjkpa.com]
Sent: Thursday, February 07, 2013 5:47 PM
To: Robert Spallina
Cc: Gary Rosner Esq.; Alice Newman Friedman Esq.; Carolyn Feit; Neil Pollack @ St Andrews; Pat Sorensen @ St A CC
Subject: Re: Estate of Bernstein - Lot 781, St. Andrews CC

Thank you.

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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IRS Circular 230 Disclosure: Please be advised that any advice contained in this email, and any attachments hereto, was not intended or written to be used, and may not be used or relied upon, for the purpose of: (i) avoiding tax-related penalties that may be imposed by the IRS, or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

----- Original Message -----
From: Robert Spallina
To: Warren J. Kozlow, Esq.
Sent: Thursday, February 07, 2013 5:38 PM
Subject: RE: Estate of Bernstein - Lot 781, St. Andrews CC

Already spoke to him. Apparently he has had extensive conversations with the Club regarding the dues and has been trying to get them waived in light of the fact that nobody is using the club as both of his parents are deceased. He will get things paid next week.

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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west West Asset Management

Fax

To:	Robert Spalding	From:	Debby Carsel
Fax:	561-997-7308	Pages:	31
Phone:	561-997-7008	Date:	1-8-13
Re:		cc:	

See attached communication for additional information

Confidential/Privileged Facsimile Communication

This message is intended only for use by the individual whom it is addressed, and may contain confidential information exempt from disclosure under applicable federal and state law. If the reader of this message is not the intended recipient, or the agent responsible for delivering the message, you are hereby notified that any distribution or copying of this communication is prohibited.

If you have received this communication in error, please notify us immediately by telephone or return the original message to the sender. Thank you.

West Asset Management

1/8/2013

Attn: Robert Spalling
Fax: 561-997-7308

Re: The Estate of: Simon Bernstein
Company: American Express
Account Number: XXXX-XXXX-XXXX-006
West Asset Management Account Number: 220224221
Current Balance: $34215.15

To the person with the authority to pay the decedent's debts from the assets of Simon Bernstein's estate:

Per our telephone discussion, the estate has agreed to pay the Settlement Balance Due listed below as settlement of the Balance Owed.

This settlement offer is contingent upon timely payment. We will honor this offer if:

1. We receive the entire Settlement Balance Due by: 1/31/2013
2. All settlement payment terms are completed by: 1/31/2013

Balance Owed	Settlement Balance Due
$34215.15	$24216.00

Failure to remit timely payment for the Settlement Balance Due may result in further collection action to recover the Balance Owed.

Please call our office at 800-878-1267 to arrange payment by ACH.

Please retain this letter along with your canceled check or card statement, which together will serve as your receipt. If you have any questions, please feel free to call us at 800-878-1267.

Sincerely,

Debbie Carse Account Manager
West Asset Management

A Note About Settling the Decedent's Account

American Express is required to file a form 1099C with the Internal Revenue Service for any cancelled debt of $600.00 or more. Please consult a tax advisor concerning any tax questions.

Be advised, as a family member or third party handling the affairs of the decedent, you are not personally responsible to pay this debt.



Date: 1-8-13
Original Creditor: American Express
Reference Number: 220284221
Account Balance: $34,215.15

7171 Mercy Rd
Omaha, NE 68106

Attention: This communication is from a debt collector.

Please be advised, this is an attempt to collect a debt. Any information obtained will be used for that purpose.

Any questions pertaining to this matter should be refered to:

West Asset Management, Inc.
7171 Mercy Rd
Omaha, NE 68106

877-658-2796

For quality assurance purposes, incoming and outbound calls may be monitored or recorded.

Federal and state laws prohibit certain methods of debt collection, and require that we treat you fairly. You can stop us from contacting you by writing a letter to us that tells us to stop the contact. Sending such a letter does not make the debt go away if you owe it. Once we receive your letter, we may not contact you again, except to let you know that there won't be any more contact or that we intend to take a specific action.

If you have a complaint about the way we are collecting this debt, please write to West Asset Management, Inc., Attn:
Contact Center, 7171 Mercy Rd., Omaha, NE 68106; or call us toll-free at 1-888-520-3766 between 9:00 a.m. and 5:00 p.m. Eastern Time Monday - Friday.

The Federal Trade Commission enforces the Fair Debt Collection Practices Act (FDCPA). If you have a complaint about the way we are collecting your debt, please contact the FTC online at www.ftc.gov, by telephone at 1-877-FTC-HELP, or by mail at 600 Pennsylvania Avenue NW, Washington, D.C. 20580.

Platinum Card®

SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

New Balance	**$15,814.09**
Minimum Payment Due	**$2,399.75**
Payment Due Date	**09/27/12**

Late Payment Warning: Your Payment Due Date is 09/27/12. If you pay late, you may have to pay a late fee of up to $35.00 and your Pay Over Time APR may be increased to the Penalty APR of 27.24 %.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	24 years	$40,854

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

HELP YOURSELF TO SOME
TASTY REWARDS
EARN REWARDS WHEN YOU USE YOUR AMERICAN EXPRESS® CARD TO PAY FOR A GREAT DINNER, A BURGER OR JUST PIZZA WITH FRIENDS.
EXPLORE MORE GREAT PLACES TO USE YOUR CARD AT AMEXNETWORK.COM/WELCOME

Membership Rewards® Points
Available and Pending as of 07/31/12
202,349
For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Pay In Full Portion		
Previous Balance		$2,504.46
Payments/Credits		-$2,504.46
New Charges		+$2,264.75
Fees		+$0.00
New Balance	=	$2,264.75

Pay Over Time Portion		
Previous Balance		$8,444.22
Payments/Credits		-$8,444.22
New Charges		+$13,549.34
Fees		+$0.00
Interest Charged		+$0.00
New Balance	=	$13,549.34
Minimum Due		$135.00

Account Total	
Previous Balance	**$10,948.68**
Payments/Credits	-$10,948.68
New Charges	+$15,814.09
Fees	+$0.00
Interest Charged	+$0.00
New Balance	**$15,814.09**
Minimum Payment Due	**$2,399.75**

Days In Billing Period: 31

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care
1-800-525-3355

Pay by Phone
1-800-472-9297

See Page 2 for additional information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-54006
Enter account number on all documents.
Make check payable to American Express.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Payment Due Date
09/27/12

New Balance
$15,814.09

Minimum Payment Due
$2,399.75

☐ Check here if your address or phone number has changed.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

$_____
Amount Enclosed

Platinum Card®

SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

Payments and Credits

Summary

	Pay In Full	Pay Over Time ♦	Total
Payments	-$2,504.46	-$8,444.22	-$10,948.68
Credits	$0.00	$0.00	$0.00
Total Payments and Credits	-$2,504.46	-$8,444.22	-$10,948.68

Detail

*Indicates posting date

Payments			Amount
08/23/12*	SIMON L BERNSTEIN	ELECTRONIC PAYMENT RECEIVED-THANK	-$10,948.68

New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
SIMON L BERNSTEIN 0-54006	$563.75	$2,662.88	$3,226.63
RACHEL WALKER 0-51036	$1,701.00	$10,886.46	$12,587.46
Total New Charges	$2,264.75	$13,549.34	$15,814.09

Detail

♦ - denotes Pay Over Time activity

For more information, visit
americanexpress.com/payovertimeinfo

SIMON L BERNSTEIN
Card Ending 0-54006

		Amount
08/02/12	AIRPORT SHUTTLE INC FT LAUDERDALE FL 9546060760 Description: TRANSPORTATION SERV — Price: $139.50	$139.50 ♦
08/04/12	UNITED AIRLINES FT LAUDERDALE FL UNITED AIRLINES From: FT LAUDERDALE/HOLL — To: KEY WEST INTERNATI — Carrier: UA — Class: 00 N/A — YY — 00 N/A — YY — 00 N/A — YY — 00 Ticket Number: 01626055371290 — Date of Departure: 08/04 Passenger Name: PUCCIO /FIRST CHECKED Document Type: SPECIAL SERVICE TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$25.00 ♦
08/04/12	A & M SCOOTER OF KEYKEY WEST FL EQUIPMENT RENTAL	$64.50
08/04/12	OLD TOWN TOURS KEY WEST FL 3052923388	$96.75
08/04/12	TROPICAL WAVES 305-292-4073 305-292-4073	$53.75
08/04/12	KEY WEST SUNSET 410-713-9913 410-713-9913	$48.38

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/05/12	MANGOES RESTAURANT 8KEY WEST FL RESTAURANT TIP $8.00	$46.16
08/05/12	TIVO INC. TIVO INC. 1-877-367-8486 CA www.tivo.com	$6.95
08/05/12	TIVO INC. TIVO INC. 1-877-367-8486 CA www.tivo.com	$12.95
08/06/12	EXXONMOBIL BOCA RATON FL AUTO FUEL DISPENSER Description GAS/SERVICES	$82.11
08/09/12	WAYFAIR*JOSS AND MAI877-929-3247 1343839731 33432 CROSBY BEACH FLOOR L JEFFAN AWIE ROOM DIV SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$430.90 ♦
08/10/12	AMAZON SERVICES-KIND866-321-8851 WA DIGITAL	$12.99
08/20/12	AMAZON SERVICES-KIND866-321-8851 WA DIGITAL	$12.99
08/21/12	ANGIES LIST SUBSCRIPTION SUBSCRIPTION 8888885478 INDIANAPOLIS IN	$25.00
08/21/12	DRI*MICROSOFT OFFICEHTTP //SUPPOR MN DIRECT MKTG INTERNET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$107.99 ♦
08/22/12	VITALREMEDYMD VITALRBOCA RATON FL 561-347-6446	$26.80
08/22/12	WAYFAIR*JOSS AND MAI877-929-3247 1334456981 33432 SMALL LAUDERDALE DEC TREE OF LIFE CANDELA LARGE LAUDERDALE DEC ANNOT CANDLE HOLDER SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$489.60 ♦
08/23/12	Montevideo Montevideo UR TRAVEL AGENCY SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$154.00 ♦
08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS From: To: Carrier: Class: FT LAUDERDALE/HOLL NASSAU INTERNATION B6 H FT LAUDERDALE/HOLL B6 S N/A YY 00 N/A YY 00 Ticket Number: 27921810333915 Date of Departure: 08/31 Passenger Name: BERNSTEIN/SIMON MR Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$474.40 ♦

Platinum Card®

SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

Detail Continued

♦ - denotes Pay Over Time activity

		Amount
08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS	$474.40 ♦

From:	To:	Carrier:	Class:
FT LAUDERDALE/HOLL	NASSAU INTERNATION	B6	H
	FT LAUDERDALE/HOLL	B6	S
	N/A	YY	00
	N/A	YY	00

Ticket Number: 27921810333926 Date of Departure: 08/31
PassengerName: PUCCIO/MARITZA MS
Document Type: PASSENGER TICKET
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS		$20.00 ♦

From:	To:	Carrier:	Class:
N/A	N/A	YY	00
	N/A	YY	00
	N/A	YY	00
	N/A	YY	00

Ticket Number: 27906113170563 Date of Departure: 08/24
PassengerName: PUCCIO/MARITZA MS
Document Type: ADDITIONAL COLLECTION
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS		$20.00 ♦

From:	To:	Carrier:	Class:
N/A	N/A	YY	00
	N/A	YY	00
	N/A	YY	00
	N/A	YY	00

Ticket Number: 27906113170541 Date of Departure: 08/24
PassengerName: BERNSTEIN/SIMON MR
Document Type: ADDITIONAL COLLECTION
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS		$20.00 ♦

From:	To:	Carrier:	Class:
N/A	N/A	YY	00
	N/A	YY	00
	N/A	YY	00
	N/A	YY	00

Ticket Number: 27906113170552 Date of Departure: 08/24
PassengerName: PUCCIO/MARITZA MS
Document Type: ADDITIONAL COLLECTION
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS From: N/A To: N/A N/A N/A N/A Carrier: YY YY YY YY Class: 00 00 00 00 Ticket Number: 27906113170530 Date of Departure: 08/24 Passenger Name: BERNSTEIN/SIMON MR Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$20.00 ♦
08/24/12	Montevideo Montevideo UR TRAVEL AGENCY SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$287.09 ♦
08/28/12	FLORIDA DEPT OF STATTALLAHASSEE FL 8502456939	$61.25
08/29/12	AMAZON SERVICES-KIND866-321-8851 WA DIGITAL	$13.17

RACHEL WALKER
Card Ending 0-51036

		Amount
08/03/12	ORBITZ MANKATO MN UNITED AIRLINES From: FT LAUDERDALE/HOLL To: KEY WEST INTERNATI FT LAUDERDALE/HOLL N/A N/A Carrier: UA UA YY YY Class: K U 00 00 Ticket Number: 01670919152873 Date of Departure: 08/04 Passenger Name: BERNSTEIN/SIMON Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$281.60 ♦
08/03/12	ORBITZ MANKATO MN UNITED AIRLINES From: FT LAUDERDALE/HOLL To: KEY WEST INTERNATI FT LAUDERDALE/HOLL N/A N/A Carrier: UA UA YY YY Class: K U 00 00 Ticket Number: 01670919152884 Date of Departure: 08/04 Passenger Name: PUCCIO/MARITZA Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$281.60 ♦
08/03/12	POSH FRENCH CLEANERS954-427-9988 954-427-9988 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$102.45 ♦
08/03/12	HOLIDAY CVS, LLC 071BOCA RATON FL DRUG STORE/PHARMACY	$81.59

Platinum Card®

SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/04/12	ORBITZ MANKATO MN US AIRWAYS INC. From: PROVIDENCE / To: CHARLOTTE / Carrier: US / Class: G FT LAUDERDALE/HOLL / US / G PHILADELPHIA INTER / US / R PROVIDENCE / US / R Ticket Number: 03771159252571 Date of Departure: 08/05 Passenger Name: PARIS/RYAN Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$373.70 ♦
08/04/12	TARGET T1337 1337 DEERFIELD BEACH FL DISCOUNT STORE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$118.79 ♦
08/05/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$7.83
08/06/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$51.10
08/06/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$162.21 ♦
08/06/12	THE GREEN GOURMET DELRAY BEACH FL 561-455-2466 Description FOOD/BEVERAGE	$29.38
08/06/12	CHOPS LOBSTER BAR-BLBOCA RATON FL 404-237-2060 Description FOOD/BEVERAGE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$227.89 ♦
08/06/12	EXXONMOBIL BOCA RATON FL AUTO FUEL DISPENSER Description GAS/SERVICES	$65.10
08/08/12	I-VOLUTION, INC 818-7181104 CA 8187181104 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$187.26 ♦
08/08/12	SIRIUSXM.COM/ACCT 877-253-3888 NY SAT RADIO SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$200.55 ♦
08/08/12	NORDSTORM 762 0762 BOCA RATON FL DEPARTMENT STORE Description SLEEPWEAR	$458.77 ♦

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/08/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$75.86
08/09/12	PUBLIX #428 00000042BOCA RATON FL 4072415005 Description REFER TO RECEIPT	$12.56
08/09/12	BLOOMINGDALES 002010BOCA RATON FL BLOOMINGDALE'S Description Price CONTEMP CASUAL COLL $148.00 CONTEMP CASUAL COLL $228.00 CONTEMP CASUAL COLL $56.40 CONTEMP CASUAL COLL $228.00 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$1,450.51 ♦
08/09/12	PARADIES #91W PALM BEACH FL 5612337802	$21.20
08/11/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$10.71
08/11/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$10.02
08/11/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$13.26
08/11/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$9.99
08/11/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$11.01
08/12/12	Fluorescent Palace FLos Angeles CA 8774174551 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$559.00 ♦
08/12/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$10.11
08/13/12	EXPERIAN *FREECRE877-300-2507 CA 877-300-2507	$14.95
08/13/12	PUBLIX #428 00000042BOCA RATON FL 4072415005 Description REFER TO RECEIPT	$13.39
08/13/12	CHEVRON REGENCY CHEVBOCA RATON FL 7726920275 Description Price FUEL/MISCELLANEOUS $15.85	$15.85
08/14/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$100.40 ♦
08/15/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$2.58

Platinum Card®

SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

Detail Continued

♦ - denotes Pay Over Time activity

		Amount
08/15/12	SPORTS AUTHORI003392DELRAY FL 800-6668143 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$238.43 ♦
08/15/12	EXXONMOBIL BOCA RATON FL AUTO FUEL DISPENSER Description GAS/SERVICES	$63.37
08/16/12	TIPSY SALON SPA & LOBOCA RATON FL BEAUTY/BARBER SHOP SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$295.00 ♦
08/16/12	THE HOME DEPOT 204 BOCA RATON FL 999-999-9999 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$277.48 ♦
08/16/12	GBS BOCA WEST GBS BOBOCA RATON FL 561-451-8785 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$100.00 ♦
08/17/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: N/A; To: N/A; Carrier: YY; Class: 00 To: N/A; Carrier: YY; Class: 00 To: N/A; Carrier: YY; Class: 00 To: N/A; Carrier: YY; Class: 00 Ticket Number: 27906112153581; Date of Departure: 08/17 Passenger Name: WALKER/RACHEL D Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$20.00 ♦
08/17/12	JETBLUE AIRWAYS 2104TULSA OK JETBLUE AIRWAYS From: N/A; To: N/A; Carrier: YY; Class: 00 To: N/A; Carrier: YY; Class: 00 To: N/A; Carrier: YY; Class: 00 To: N/A; Carrier: YY; Class: 00 Ticket Number: 27906112155740; Date of Departure: 08/17 Passenger Name: WALKER/RACHEL DEBORAH Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$45.00 ♦
08/17/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: PALM BEACH INTERNA; To: BOSTON LOGAN INTER; Carrier: B6; Class: B To: N/A; Carrier: YY; Class: 00 To: N/A; Carrier: YY; Class: 00 To: N/A; Carrier: YY; Class: 00 Ticket Number: 27921807034642; Date of Departure: 08/17 Passenger Name: WALKER/RACHEL DEBORAH Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$284.80 ♦

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/18/12	Carey International Washington DC 888-649-3949 Description 2012-08-17 Boston WALKER RACHEL SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$373.53 ♦
08/19/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$29.41
08/19/12	LIFE TIME FITNESS BOCA RATON FL 00000000000000000033431 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$990.00 ♦
08/20/12	ORBITZ MANKATO MN JETBLUE AIRWAYS CORPORATI From: To: Carrier: Class: BOSTON LOGAN INTER PALM BEACH INTERNA B6 Q N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 27970931712640 Date of Departure: 08/20 Passenger Name: WALKER/RACHEL Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$334.80 ♦
08/20/12	JETBLUE AIRWAYS 2104TULSA OK JETBLUE AIRWAYS From: To: Carrier: Class: N/A N/A YY 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 27906112571326 Date of Departure: 08/20 Passenger Name: WALKER/RACHEL Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$45.00 ♦
08/20/12	C & J BUS LINES 1100PORTSMOUTH NH 6034301100 Description Price BUS LINES/CHARTER/T $24.00	$24.00
08/20/12	WALGREENS #4652 0000DELRAY BEACH FL 8002892273 Description REFER TO RECEIPT	$1.84
08/21/12	7-ELEVEN 10454 00071BOCA RATON FL 561-392-6858 Description Price GAS/MSC95 32285442 $9.88	$9.88
08/21/12	POSH FRENCH CLEANERS954-427-9988 954-427-9988 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$132.61 ♦
08/21/12	WALGREENS #4652 0000DELRAY BEACH FL 8002892273	$12.99

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SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/21/12	GILT GROUPE 877-280-0545 NY 877-280-0545 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$343.95 ♦
08/21/12	PUBLIX #339 00000033BOCA RATON FL 5619948350 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$100.82 ♦
08/21/12	FLORDIA FRENCH CAFE BOCA RATON FL 5613922907	$14.33
08/22/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$4.99
08/22/12	PUBLIX #072 00000007BOCA RATON FL 5613955515 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$205.23 ♦
08/22/12	Z GALLERIE #64 BOCA RATON FL 8133509996 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$457.20 ♦
08/23/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$72.82
08/23/12	EXXONMOBIL BOCA RATON FL AUTO FUEL DISPENSER Description GAS/SERVICES	$58.76
08/24/12	BLOOMINGDALES 002022BOCA RATON FL BLOOMINGDALE'S Description Price RESTAURANT $7.00	$7.42
08/24/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$79.31
08/24/12	BLOOMINGDALES 002021BOCA RATON FL BLOOMINGDALE'S Description Price GIFT WRAP $10.00	$10.60
08/24/12	BLOOMINGDALES 002001BOCA RATON FL BLOOMINGDALE'S Description Price MENS NECKWEAR $135.00 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$143.10 ♦
08/24/12	BOCA'S BEST PIZZA BA561-367-7227 USFC33432	$38.94
	[illegible] BOCA RATON FL	$89.01

Detail Continued ♦ -denotes Pay Over Time activity

		Amount
08/25/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$11.58
08/25/12	THE BLUE ANCHOR 0348DELRAY BEACH FL 561-272-7272 Description FOOD/BEVERAGE	$82.82
08/25/12	GIOVANNI'S PIZZA & SBOCA RATON FL 5618261822 FOOD/BEVERAGE $11.65	$11.65
08/26/12	TARGET T1337 1337 DEERFIELD BEACH FL DISCOUNT STORE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$162.21 ♦
08/27/12	CHICK-N-CHOP 561-391-8700 USFC33432	$23.29
08/27/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$116.47 ♦
08/27/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$54.95
08/27/12	PUBLIX #600 00000060BOCA RATON FL 5614172445 Description REFER TO RECEIPT	$19.81
08/27/12	PUBLIX #428 00000042BOCA RATON FL 4072415005 Description REFER TO RECEIPT	$20.31
08/28/12	POSH FRENCH CLEANERS954-427-9988 954-427-9988	$13.71
08/28/12	BEDBATH&BEYOND#0385 BOCA RATON FL 561-620-4721 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$290.26 ♦
08/28/12	THE GREEN GOURMET DELRAY BEACH FL 561-455-2466 Description FOOD/BEVERAGE	$30.44
08/28/12	WALGREENS #4652 0000DELRAY BEACH FL 8002892273 Description REFER TO RECEIPT	$16.05
08/28/12	DICKS SUNOCO BOCA RATON FL 561-368-4496	$36.43
08/29/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$40.95

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SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-64006

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/29/12	NEIMN MARCUS ONLINE IRVING TX 1-888-888-4757 Description PATENT ESPADRILLE P SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$448.91 ♦
08/29/12	PUBLIX #126 00000012BOCA RATON FL 8636881188 Description REFER TO RECEIPT	$36.41
08/29/12	GBS BOCA WEST GBS BOBOCA RATON FL 561-451-8785 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$290.00 ♦
08/29/12	GBS BOCA WEST GBS BOBOCA RATON FL 561-451-8785 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$109.61 ♦
08/30/12	VIRGIN AMERICA 90000SAN FRANCISCO CA VIRGIN AMERICA From: To: Carrier: Class: N/A N/A YY 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 98426015495194 Date of Departure: 08/30 Passenger Name: WALKER/RACHEL Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$25.00 ♦
08/30/12	HOLIDAY CVS, LLC 071BOCA RATON FL DRUG STORE/PHARMACY SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$100.11 ♦
08/30/12	CLEARLYDERM, LLC 561-335-3376 561-335-3376	$28.62
08/30/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$11.02
08/30/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$193.12 ♦
08/31/12	1-800-FLOWERS.COM 800-468-1141 NY FLORAL PROD	$85.83
08/31/12	NEIMN MARCUS ONLINE IRVING TX 1-888-888-4757 Description MIXED STRIPE SILK T SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$248.09 ♦
	[illegible] SAN FRANCISCO CA	$19.91

Detail Continued

♦ - denotes Pay Over Time activity

			Amount
08/31/12	DEPARTURE PORTLAND OR 503-222-9996 FOOD $33.00 TIP $5.00		$38.00
09/01/12	LIFE TIME MO DUES MONTHLY DUES MONTHLY DUES 888-430-6432		$97.41
09/01/12	RITE AID 5345 RITE APORTLAND OR DRUG STORE/PHARMACY		$13.27
09/01/12	VIRGIN AMERICA ON BOBURLINGAME CA AIRLINE/AIR CARRIER SIGN & TRAVEL® / EXTENDED PAYMENT OPTION		$8.00 ♦
09/01/12	VIRGIN AMERICA ON BOBURLINGAME CA AIRLINE/AIR CARRIER SIGN & TRAVEL® / EXTENDED PAYMENT OPTION		$3.00 ♦
09/02/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE		$34.38

Fees

	Amount
Total Fees for this Period	**$0.00**

Interest Charged

	Amount
Total Interest Charged for this Period	**$0.00**

2012 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2012	$0.00
Total Interest in 2012	$2,469.98

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Sign & Travel/Extended Payment Option	27.24% (v)	$0.00	$0.00
Sign & Travel/Extended Payment Option	15.24% (v)	$0.00	$0.00
Total			**$0.00**

(v) Variable Rate

Platinum Card®

SIMON L BERNSTEIN
Closing Date 10/02/12

Account Ending 0-54006

New Balance	**$30,925.65**
Minimum Payment Due	**$4,489.41**
Includes the past due amount of $2,399.75	
Payment Due Date	**10/27/12**

Late Payment Warning: If you do not pay your Minimum Payment Due, you may have to pay an additional late fee of up to $35.00 and your Pay Over Time APR may be increased to the Penalty APR of 27.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	31 years	$88,277

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is past due. Please pay **immediately.** Further delinquency will be reported to credit reporting agencies.

See Page 9 for Important Changes to Your Account Terms

See Page 11 for Important Changes to your Platinum Card® benefits

See Page 13 for Important Changes to the Arbitration provision

Membership Rewards® Points
Available and Pending as of 08/31/12
213,297
For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Pay In Full Portion		
Previous Balance		$2,264.75
Payments/Credits		-$0.00
New Charges		+$1,322.66
Fees		+$0.00
New Balance	=	$3,587.41

Pay Over Time Portion		
Previous Balance		$13,549.34
Payments/Credits		-$0.00
New Charges		+$13,290.15
Fees		+$0.00
Interest Charged		+$498.75
New Balance	=	$27,338.24
Minimum Due		$902.00

Account Total	
Previous Balance	**$15,814.09**
Payments/Credits	-$0.00
New Charges	+$14,612.81
Fees	+$0.00
Interest Charged	+$498.75
New Balance	**$30,925.65**
Minimum Payment Due	**$4,489.41**

Days in Billing Period: 30

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care	Pay by Phone
1-800-525-3355	1-800-472-9297

See Page 2 for additional information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-54006
Enter account number on all documents.
Make check payable to American Express.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Payment Due Date
10/27/12

New Balance
$30,925.65

Minimum Payment Due
$4,489.41

Check here if your address or phone number has changed.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

$_____
Amount Enclosed

Platinum Card®

SIMON L BERNSTEIN
Closing Date 10/02/12

Account Ending 0-54006

New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
SIMON L BERNSTEIN 0-54006	$171.94	$0.00	$171.94
RACHEL WALKER 0-51036	$1,150.72	$13,290.15	$14,440.87
Total New Charges	**$1,322.66**	**$13,290.15**	**$14,612.81**

Detail

♦ - denotes Pay Over Time activity

For more information, visit
americanexpress.com/payovertimeinfo

SIMON L BERNSTEIN
Card Ending 0-54006

		Amount
09/03/12	AMAZON SERVICES-KIND866-321-8851 WA DIGITAL	$9.99
09/05/12	TIVO INC. TIVO INC. 1-877-367-8486 CA www.tivo.com	$6.95
09/05/12	TIVO INC. TIVO INC. 1-877-367-8486 CA www.tivo.com	$12.95
09/07/12	OPH OPH BOCA RATON FL 8903 GLADES ROAD BOCA RA FOOD/BEVERAGE $18.93 TIP $4.00	$22.93
09/07/12	J ALEXANDERS 000230BOCA RATON FL 561-3479875 FOOD/BEVERAGE $45.58 TIP $10.00	$55.58
09/08/12	PRIIP MART 663 00000BOCA RATON FL 5613720435	$63.54

RACHEL WALKER
Card Ending 0-51036

		Amount
09/01/12	THE ORIGINAL REST @ PORTLAND OR 503-505-5000 FOOD $56.85 TIP $10.00	$66.85
09/02/12	VIRGIN AMERICA 90000SAN FRANCISCO CA VIRGIN AMERICA	$39.00 ♦

From:	To:	Carrier:	Class:
N/A	N/A	YY	00
	N/A	YY	00
	N/A	YY	00
	N/A	YY	00

Ticket Number: 98406103522786 Date of Departure: 09/02
Passenger Name: WALKER/RACHEL
Document Type: ADDITIONAL COLLECTION
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
09/03/12	VIRGIN AMERICA 90000PORTLAND OR VIRGIN AMERICA From: To: Carrier: Class: N/A N/A YY 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 98406103541454 Date of Departure: 09/03 Passenger Name: WALKER/RACHEL Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$39.00 ♦
09/03/12	TACO BELL 0 265819BOCA RATON FL 000-0000000	$11.62
09/03/12	THE NINES PORTLAND PORTLAND OR Arrival Date Departure Date 08/31/12 09/03/12 00000000 LODGING SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$617.39 ♦
09/04/12	TARGET T642 0642 DELRAY BEACH FL DISCOUNT STORE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$130.72 ♦
09/04/12	HOMEGOODS #367 000008008880776 8008880776 GENERAL MDSE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$345.34 ♦
09/04/12	CVS 4076 04076 BOCA RATON FL DRUG STORE/PHARMACY	$18.32
09/04/12	BOCA BOX BOCA BOX BOCA RATON FL BUSINESS SERVICE	$45.56
09/04/12	EXXONMOBIL BOCA RATON FL AUTO FUEL DISPENSER Description GAS/SERVICES	$62.11
09/05/12	COSTCO WHSE #0345 008OCA RATON, FL 5619815001 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$257.87 ♦
09/05/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$26.05
09/05/12	COSTCO WHSE #0345 00BOCA RATON, FL 5619815001 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$110.00 ♦
09/05/12	GNC #08546 546 BOCA RATON FL MISC FOOD STORE Description MISC FOOD STOR	$19.99
09/06/12	BELZERS HARDWARE 561-395-2120 561-395-2120	$35.17
		$12.71

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SIMON L BERNSTEIN
Closing Date 10/02/12

Account Ending 0-54006

Detail Continued

♦ - denotes Pay Over Time activity

			Amount
09/06/12	PUBLIX #428 00000042BOCA RATON FL 4072415005 Description REFER TO RECEIPT		$70.33
09/06/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT		$2.45
09/06/12	TABLE 42 BOCA RATON FL 5618262625 FOOD/BEVERAGE TIP	$44.52 $10.00	$54.52
09/07/12	POSH FRENCH CLEANERS954-427-9988 954-427-9988		$25.37
09/07/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT		$17.74
09/07/12	PUBLIX #428 00000042BOCA RATON FL 4072415005 Description REFER TO RECEIPT		$39.04
09/07/12	TJMAXX #0391 00000038009266299 8009266299 GENERAL MDSE		$48.73
09/07/12	HOLIDAY CVS, LLC 071BOCA RATON FL DRUG STORE/PHARMACY		$62.59
09/08/12	OCEAN LIQUORS 417000BOCA RATON FL 5613387020 Description Price PACKAGE STORE/LIQUO $154.34 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION		$154.34 ♦
09/09/12	EXXONMOBIL FORT LAUDERDA FL AUTO FUEL DISPENSER Description GAS/SERVICES		$59.00
09/09/12	EXXONMOBIL FORT LAUDERDA FL 00786286 33308 MERCH SNAK		$32.60
09/10/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE		$10.11
09/11/12	CENTER FOR HEALTH & 561-789-9558 561-789-9558 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION		$995.00 ♦
09/11/12	PUBLIX #785 00000078BOCA RATON FL 8888888888 Description REFER TO RECEIPT		$66.27

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
09/11/12	PUBLIX #785 00000078BOCA RATON FL 8888888888 Description REFER TO RECEIPT	$56.68
09/11/12	RACK'S BOCA BOCA RATON FL 9542812047	$60.00
09/12/12	A1A AIRPORT & LIMOUSBOCA RATON FL 561-622-2222 Description CHARTER SERVIC SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$147.39 ♦
09/12/12	LA LUNA BISTRO 88430BOCA RATON FL RESTAURANT TIP $20.00 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$116.30 ♦
09/13/12	CVS 79820798 2 BOCA RATON FL DRUG STORE/PHARMACY	$26.81
09/13/12	EXPERIAN *FREECRE877-300-2507 CA 877-300-2507	$14.95
09/13/12	A1A AIRPORT & LIMOUSBOCA RATON FL 561-622-2222 Description CHARTER SERVIC	$87.48
09/13/12	DICKS SUNOCO BOCA RATON FL 561-368-4496	$37.94
09/14/12	THE GARDENS BOCA RATON FL 800-673-1604 Description FUNERAL SERVIC SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$2,500.00 ♦
09/15/12	LOCKSMITH OHALLANDALE FL 3058966664 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$990.00 ♦
09/15/12	BOCA RATON FUNERAL H561-852-4332 561-852-4332 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$6,345.00 ♦
09/21/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$1.98
09/23/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: N/A To: N/A Carrier: YY Class: 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 27906117424301 Date of Departure: 09/23 Passenger Name: WALKER/RACHEL Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$50.00 ♦
	ITUNES MUSICUSA ITUNCUPERTINO CA	$10.11

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SIMON L BERNSTEIN
Closing Date 10/02/12

Account Ending 0-54006

Detail Continued

♦ - denotes Pay Over Time activity

		Amount
09/25/12	7-ELEVEN 10454 00071BOCA RATON FL 561-392-6858 Description / Price GAS/MSC95 43575442 / $47.64	$47.64
09/29/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$20.00
09/30/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: PALM BEACH INTERNA / To: BOSTON LOGAN INTER / Carrier: B6 / Class: B N/A / YY / 00 N/A / YY / 00 N/A / YY / 00 Ticket Number: 27921826610783 / Date of Departure: 09/30 Passenger Name: WALKER/RACHEL MISS Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	-$287.80 ♦
09/30/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: PALM BEACH INTERNA / To: BOSTON LOGAN INTER / Carrier: B6 / Class: B N/A / YY / 00 N/A / YY / 00 N/A / YY / 00 Ticket Number: 27921826703076 / Date of Departure: 10/01 Passenger Name: WALKER/RACHEL MISS Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$100.00 ♦
09/30/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: N/A / To: N/A / Carrier: YY / Class: 00 N/A / YY / 00 N/A / YY / 00 N/A / YY / 00 Ticket Number: 27906118391163 / Date of Departure: 09/30 Passenger Name: WALKER/RACHEL MISS Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$45.00 ♦
09/30/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: N/A / To: N/A / Carrier: YY / Class: 00 N/A / YY / 00 N/A / YY / 00 N/A / YY / 00 Ticket Number: 27906118391141 / Date of Departure: 09/30 Passenger Name: WALKER/RACHEL M Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$20.00 ♦

Fees

	Amount
Total Fees for this Period	**$0.00**

Interest Charged

		Amount
10/02/12	Interest Charge on Pay Over Time Purchases	$498.75
Total Interest Charged for this Period		**$498.75**

2012 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2012	$0.00
Total Interest in 2012	$2,968.73

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Sign & Travel/Extended Payment Option	27.24% (v)	$22,206.94	$496.99
Sign & Travel/Extended Payment Option	15.24% (v)	$140.34	$1.76
Total			**$498.75**

(v) Variable Rate

Important Notice

Information on Pay Over Time Features

You may have access to one or more Pay Over Time Features as part of your Card account. The following are the current Annual Percentage Rates (APRs) for Pay Over Time Features. (v) indicates variable rate.

Please refer to page 2 for further important information regarding your account

For Select & Pay Later, the APR is 27.24% (v).

For Sign & Travel, the APR is 27.24% (v).

AMERICAN EXPRESS Platinum Card®

SIMON L BERNSTEIN
Closing Date 11/02/12

Account Ending 0-54006

New Balance	**$33,427.64**
Minimum Payment Due	**$5,986.95**
Includes the past due amount of $4,489.41	
Payment Due Date	**11/27/12**

Late Payment Warning: If you do not pay your Minimum Payment Due, you may have to pay a late fee of up to $35.00 and your Pay Over Time APR may be increased to the Penalty APR of 27.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	32 years	$92,630

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

WARNING: Your account is seriously past due. Please pay **immediately.** Continued delinquency negatively impacts your credit report and score.

See Page 7 for Important Information About Your Account Including Information regarding benefits underwritten by AMEX Assurance Company.

Your membership will be renewed next month. Please refer to the Renewal Notice on **Page 5.**

Membership Rewards® Points
Available and Pending as of 09/30/12
229,111
For up to date point balance and full program details, visit **membershiprewards.com**

Account Summary

Pay In Full Portion		
Previous Balance		$3,587.41
Payments/Credits		-$0.00
New Charges		+$497.54
Fees		+$60.00
New Balance	=	$4,144.95

Pay Over Time Portion		
Previous Balance		$27,338.24
Payments/Credits		-$0.00
New Charges		+$1,290.37
Fees		+$0.00
Interest Charged		+$654.08
New Balance	=	$29,282.69
Minimum Due		$1,842.00

Account Total	
Previous Balance	**$30,925.65**
Payments/Credits	-$0.00
New Charges	+$1,787.91
Fees	+$60.00
Interest Charged	+$654.08
New Balance	**$33,427.64**
Minimum Payment Due	**$5,986.95**

Days in Billing Period: 31

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care
1-800-525-3355

Pay by Phone
1-800-472-9297

See Page 2 for additional information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-54006
Enter account number on all documents.
Make check payable to American Express.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Payment Due Date
11/27/12

New Balance
$33,427.64

Minimum Payment Due
$5,986.95

☐ Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

$_____
Amount Enclosed

AMERICAN EXPRESS

SIMON L BERNSTEIN
Closing Date 11/02/12

Account Ending 0-54006

New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
SIMON L BERNSTEIN 0-54006	$19.90	$0.00	$19.90
RACHEL WALKER 0-51036	$477.64	$1,290.37	$1,768.01
Total New Charges	**$497.54**	**$1,290.37**	**$1,787.91**

Detail

♦ - denotes Pay Over Time activity

For more information, visit
americanexpress.com/payovertimeinfo

SIMON L BERNSTEIN
Card Ending 0-54006

			Amount
10/04/12	TIVO INC. TIVO INC. 1-877-367-8486 www.tivo.com	CA	$6.95
10/04/12	TIVO INC. TIVO INC. 1-877-367-8486 www.tivo.com	CA	$12.95

RACHEL WALKER
Card Ending 0-51036

			Amount
10/02/12	WALGREENS #10940 000MIDDLETON 8002892273 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	MA	$140.02 ♦
10/03/12	HOPE & OLIVE 6500000GREENFIELD 4137743150	MA	$94.17
10/04/12	BOOTLEGGERS 20070 GREENFIELD SHOE STORE Description SHOES/ACCESSOR	MA	$79.99
10/05/12	ITUNES MUSICUSA ITUNCUPERTINO ITUNES MUSIC STORE	CA	$2.58
10/06/12	JETBLUE AIRWAYS 9010JETBLUE JETBLUE AIRWAYS From: HARTFORD BRADLEY I — To: PALM BEACH INTERNA — Carrier: B6 — Class: L N/A — YY — 00 N/A — YY — 00 N/A — YY — 00 Ticket Number: 27921829693535 — Date of Departure: 10/06 PassengerName: WALKER/RACHEL MISS Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	NY	$239.80 ♦
10/07/12	DUFFYS SPORT GRILL ODELRAY BEACH 561-276-3332 Description FOOD/BEVERAGE	FL	$47.74
10/07/12	CROWN WINE & LIQUOR BOCA RATON 954-763-6831	FL	$21.18

Continued on reverse

Detail Continued

♦ - denotes Pay Over Time activity

		Amount
10/10/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$11.28
10/13/12	EXPERIAN *FREECRE877-300-2507 CA 877-300-2507	$14.95
10/16/12	FLORIDA POWER & LIGH800-226-3545 FL 800-226-3545 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$279.72 ♦
10/18/12	PUBLIX #600 00000060BOCA RATON FL 5614172445 Description REFER TO RECEIPT SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$202.11 ♦
10/20/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$1.29
10/23/12	PUBLIX #651 00000065WEST PALM BEA FL 5617996802 Description REFER TO RECEIPT	$44.47
10/25/12	ORBITZ MANKATO MN US AIRWAYS INC. From: To: Carrier: Class: FT LAUDERDALE/HOLL PHILADELPHIA INTER US R PROVIDENCE US R PHILADELPHIA INTER US E PALM BEACH INTERNA US E Ticket Number: 03771162009156 Date of Departure: 11/02 Passenger Name: WALKER/RACHEL Document Type: PASSENGER TICKET SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$150.00 ♦
10/25/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$2.58
10/25/12	GIOVANNI'S PIZZA & SBOCA RATON FL 5618261822 FOOD/BEVERAGE $33.63	$33.63
10/25/12	SUNOCO 0091015800 WEST PALM BEA FL AUTO FUEL DISPENSER	$26.10
10/30/12	TIPSY SALON SPA & LOBOCA RATON FL BEAUTY/BARBER SHOP SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$148.72 ♦
11/01/12	A1A AIRPORT & LIMOUSBOCA RATON FL 561-622-2222 Description CHARTER SERVICE	$97.68
11/01/12	TIPSY SALON SPA & LOBOCA RATON FL BEAUTY/BARBER SHOP SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$130.00 ♦

Fees

			Amount
10/22/12	SIMON L BERNSTEIN	50 Day Late Payment Fee	$25.00

SIMON L BERNSTEIN
Closing Date 11/02/12

Account Ending 0-54006

Fees Continued

			Amount
11/02/12	SIMON L BERNSTEIN	60 Day Late Payment Fee	$35.00
Total Fees for this Period			**$60.00**

Interest Charged

		Amount
11/02/12	Interest Charge on Pay Over Time Purchases	$654.08
Total Interest Charged for this Period		**$654.08**

2012 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2012	$60.00
Total Interest in 2012	$3,622.81

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Sign & Travel/Extended Payment Option	27.24% (v)	$28,203.54	$652.24
Sign & Travel/Extended Payment Option	15.24% (v)	$142.14	$1.84
Total			**$654.08**

(v) Variable Rate

Important Notice

Renewal Notice

Your Account renews next month. The following terms are in effect when your Account renews, unless we tell you otherwise. Please refer to Page 2 for more information about your Account, including How We Calculate Your Balance, Paying Interest, and Foreign Currency Charges.

Please refer to page 2 for further important information regarding your account

Payment Information: All charges made on this charge card, that are not included in a Pay Over Time balance, are due and payable when you receive your periodic statement.

Annual Membership Fee: The annual membership fee for your Account is $450.00. When you receive the statement in which the annual fee is billed, you can avoid paying the annual fee by calling the Customer Service phone number on Page 2 to cancel your Account.

APR Information: The Annual Percentage Rates (APRs) for each billing period may vary based on the Prime Rate. We use the Prime Rate published in *The Wall Street Journal* 2 days before the Closing Date of the billing period. *The Wall Street Journal* may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published.

The Penalty APR will apply to a Feature if you make a late payment or a payment that is returned. If the Penalty APR is applied for either of these reasons, it will apply for at least 6 months. We will review your Account every 6 months after the Penalty APR is applied. The Penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.

You may have access to one or more Pay Over Time Features on your Account. The following APRs apply to the Features noted as of the Closing Date of this statement.

AMERICAN EXPRESS Platinum Card

SIMON L BERNSTEIN
Closing Date 12/02/12

Account Ending 0-54006

New Balance	**$34,275.15**
Minimum Payment Due	**$6,341.75**
Includes the past due amount of $5,986.95	
Payment Due Date	**12/27/12**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	32 years	$94,613

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is cancelled and is seriously past due. Pay the past due amount **immediately.**

MEMBERSHIP rewards®

Because your payment was received late, you may have forfeited Membership Rewards® points. Please visit our website at **www.americanexpress.com/rewards** or call **1-800-AXP-EARN** (297-3276) for more information or to reinstate points. There is a $35.00 fee for each month of points you want to reinstate.

Membership Rewards® Points
Available and Pending as of 10/31/12
243,725
For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Pay In Full Portion		
Previous Balance		$4,144.95
Payments/Credits		-$0.00
New Charges		+$53.80
Fees		+$0.00
New Balance	=	$4,198.75

Pay Over Time Portion		
Previous Balance		$29,282.69
Payments/Credits		-$0.00
New Charges		+$793.71
Fees		+$0.00
Interest Charged		+$0.00
New Balance	=	$30,076.40
Minimum Due		$2,143.00

Account Total	
Previous Balance	**$33,427.64**
Payments/Credits	-$0.00
New Charges	+$847.51
Fees	+$0.00
Interest Charged	+$0.00
New Balance	**$34,275.15**
Minimum Payment Due	**$6,341.75**

Days in Billing Period: 30

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care	Pay by Phone
1-800-525-3355	1-800-472-9297

See Page 2 for additional Information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-54006
Enter account number on all documents.
Make check payable to American Express.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Payment Due Date
12/27/12

New Balance
$34,275.15

Minimum Payment Due
$6,341.75

☐ Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

$_____.____
Amount Enclosed

Platinum Card

SIMON L BERNSTEIN
Closing Date 12/02/12

Account Ending 0-54006

New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
RACHEL WALKER 0-51036	$53.80	$793.71	$847.51
Total New Charges	**$53.80**	**$793.71**	**$847.51**

Detail

♦ - denotes Pay Over Time activity

For more information, visit americanexpress.com/payovertimeinfo

RACHEL WALKER
Card Ending 0-51036

		Amount
11/02/12	US AIRWAYS PHOENIX AZ US AIRWAYS From: To: Carrier: Class: N/A N/A YY 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 0372490909937 Passenger Name: WALKER/RACHEL Document Type: EXCHANGE ORDER SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$31.00 ♦
11/02/12	US AIRWAYS FT LAUDERDALE FL US AIRWAYS From: To: Carrier: Class: N/A N/A YY 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 0372490909924 Passenger Name: WALKER/RACHEL Document Type: EXCESS BAGGAGE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$25.00 ♦
11/02/12	PARADIES BROWARD #8FT LAUDERDALE FL 9543595990	$21.19
11/02/12	615 PHILLADEL SWAROVPHILADELPHIA PA 813-396-3639 Description GIFT ITEMS SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$167.40 ♦
11/02/12	GAP #659/THE GAP #6SPHILADELPHIA PA FAMILY CLOTHING SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$416.73 ♦
11/03/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$32.61
11/04/12	Coonamessett Inn LodFalmouth MA Arrival Date Departure Date 11/02/12 11/04/12 00000000 LODGING SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$153.58 ♦

Platinum Card®

SIMON L BERNSTEIN
Closing Date 01/02/13

Account Ending 0-54006

New Balance	**$34,215.15**
Minimum Payment Due	**$6,582.75**
Includes the past due amount of $6,281.75	
Payment Due Date	**01/27/13**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	32 years	$93,900

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is cancelled.

Membership Rewards® Points
Available and Pending as of 11/30/12
229,700
For up to date point balance and full program details, visit **membershiprewards.com**

Account Summary

Pay In Full Portion		
Previous Balance		$4,198.75
Payments/Credits		-$60.00
New Charges		+$0.00
Fees		+$0.00
New Balance	=	$4,138.75

Pay Over Time Portion		
Previous Balance		$30,076.40
Payments/Credits		-$0.00
New Charges		+$0.00
Fees		+$0.00
Interest Charged		+$0.00
New Balance	=	$30,076.40
Minimum Due		$2,444.00

Account Total	
Previous Balance	**$34,275.15**
Payments/Credits	-$60.00
New Charges	+$0.00
Fees	+$0.00
Interest Charged	+$0.00
New Balance	**$34,215.15**
Minimum Payment Due	**$6,582.75**

Days In Billing Period: 31

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care	Pay by Phone
1-800-525-3355	1-800-472-9297

See Page 2 for additional information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-54006
Enter account number on all documents.
Make check payable to American Express.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Payment Due Date
01/27/13

New Balance
$34,215.15

Minimum Payment Due
$6,582.75

☐ Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

$_____
Amount Enclosed

Platinum Card

SIMON L BERNSTEIN
Closing Date 01/02/13

Account Ending 0-54006

Payments and Credits

Summary

	Pay In Full	Pay Over Time	Total
Payments	$0.00	$0.00	$0.00
Credits	-$60.00	$0.00	-$60.00
Total Payments and Credits	-$60.00	$0.00	-$60.00

Detail

*Indicates posting date

Credits		Amount
12/21/12*	Credit Adjustment for Late Payment Fee	-$25.00
12/21/12*	Credit Adjustment for Late Payment Fee	-$35.00

Fees

	Amount
Total Fees for this Period	$0.00

Interest Charged

	Amount
Total Interest Charged for this Period	$0.00

2013 Fees and Interest Totals Year-to-Date

	Amount
Total Fees In 2013	-$60.00
Total Interest in 2013	$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Sign & Travel/Extended Payment Option	27.24% (v)	$0.00	$0.00
Sign & Travel/Extended Payment Option	15.24% (v)	$0.00	$0.00
Total			$0.00

(v) Variable Rate

J.P.Morgan

COLLATERAL AGREEMENT

For value received, and in consideration of one or more loans, letters of credit or other financial accommodations extended by JPMORGAN CHASE BANK, N.A. or any of its subsidiaries or affiliates (the "Bank"), to **Bernstein Family Investments, LLLP and Simon Bernstein** (the "Obligor", and, if more than one, collectively, the "Obligor"), the undersigned and the Bank agree as follows:

1. **Definitions.**

"Account Assets" means all Deposits, Securities, securities entitlements and any other assets held in trust, or in any custody, subcustody, safekeeping, investment management accounts, or other accounts of the undersigned with the Bank or any other custodian, trustee, Intermediary or Clearing System (all of which shall be considered "financial assets" under the UCC).

"Account Control Agreement" means a securities account control agreement or other similar agreement with any Intermediary and shall specifically include any master securities account control agreement among the Bank and any of its affiliates, as amended from time to time.

"Clearing System" means the Depository Trust Company ("DTC"), Cedel Bank, societe anonyme, the Euroclear system and such other clearing or safekeeping system that may from time to time be used in connection with transactions relating to or the custody of any Securities, and any depository for any of the foregoing.

"Collateral" means: (i) the Deposits, Securities and Account Assets that are listed on Exhibit A; (ii) all additions to, and proceeds, renewals, investments, reinvestments and substitutions of, the foregoing, whether or not listed on Exhibit A; and (iii) all certificates, receipts and other instruments evidencing any of the foregoing.

"Deposits" means the deposits of the undersigned with the Bank or with any other Intermediary (whether or not held in trust, or in any custody, subcustody, safekeeping, investment management accounts, or other accounts of the undersigned with the Bank or any other Intermediary).

"Intermediary" means (i) any party acting as a financial intermediary or securities intermediary, including, without limitation, affiliates of the Bank that are parties to any Account Control Agreement from time to time.

"Liabilities" means indebtedness, obligations, and liabilities of any kind of the Obligor or of the undersigned to the Bank, now or in the future, absolute or contingent, direct or indirect, joint or several, due or not due, arising by operation of law or otherwise, and costs and expenses incurred by the Bank in connection with the Collateral, this Agreement or any Liability Document.

Liability Document" means any instrument, agreement or document evidencing, governing, or executed or delivered in connection with the Liabilities.

"Securities" means the stocks, bonds and other instruments and securities, whether or not held in trust or in any custody, subcustody, safekeeping, investment management accounts or other accounts of the undersigned with the Bank or any other Intermediary and securities entitlements with respect to the foregoing.

"UCC" means the Uniform Commercial Code in effect in the State of Ohio. Unless the context otherwise requires, all terms used in this Agreement which are defined in the UCC will have the meanings stated in the UCC.

2. **Grant of Security Interest.**

As security for the payment of all the Liabilities, the undersigned pledges, transfers and assigns to the Bank and grants to the Bank a security interest in and right of setoff against, the Collateral and hereby agrees to be bound by the terms of any Account Control Agreement among the Bank and its affiliates, as amended from time to time.

3. **Agreements of the Undersigned and Rights of the Bank.**

The undersigned agrees as follows and irrevocably authorizes the Bank to exercise the rights listed below with respect to the Collateral, at its option, for its own benefit, either in its own name or in the name of the undersigned, and appoints the Bank as its attorney-in-fact to take all action permitted under this Agreement.

(a) **Deposits:** Upon a Default, the Bank may: (i) renew the Deposits on terms and for periods the Bank deems appropriate; (ii) demand, collect, and receive payment of any monies or proceeds due or to become due under the Deposits; (iii) execute any instruments required for the withdrawal or repayment of the Deposits; and (iv) in all respects deal with the Deposits as the owner.

(b) **Securities:** The Bank may: (i) transfer to the account of the Bank any Securities whether in the possession of, or registered in the name of, any Clearing System or held otherwise; (ii) transfer to the account of the Bank with any Federal Reserve Bank any Securities held in book entry form with any such Federal Reserve Bank; and (iii) transfer to the name of the Bank or its nominee any Securities registered in the name of the undersigned and held by the Bank and complete and deliver any necessary stock powers or other transfer instruments; provided that until the occurrence of a Default, the Bank will only take that action if, in its judgment, failure to take that action would impair its rights under this Agreement or diminish its operational control over Collateral, or if such Securities are held in a custody, investment management or similar account.

The undersigned grants to the Bank an irrevocable proxy to vote any and all Securities and give consents, waivers and ratifications in connection with those Securities upon and after the occurrence of a Default.

All payments, distributions and dividends in securities, property or cash shall be paid directly to and, at the discretion of the Bank, retained by the Bank and held by it, until applied as provided in this Agreement, as additional Collateral; provided that until the occurrence of a Default, interest on Deposits and cash dividends on Securities paid in the ordinary course will be paid to the undersigned.

(c) **General**: The Bank may, in its name, or in the name of the undersigned: (i) execute and file financing statements under the UCC or any other filings or notices necessary or desirable to create, perfect or preserve its security interest, all without notice (except as required by applicable law and not waivable) and without liability except to account for property actually received by it; (ii) upon a Default demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any item of the Collateral (but shall be under no obligation to do so); (iii) make any notification (to the issuer of any certificate or Security, or otherwise, including giving any notice of exclusive control to the Intermediary) or take any other action in connection with the perfection or preservation of its security interest or upon a Default any enforcement of remedies, and retain any documents evidencing the title of the undersigned to any item of the Collateral; and (iv) upon a Default issue entitlement orders with respect to any of the Collateral.

The undersigned agrees that it will not file or permit to be filed any termination statement with respect to the Collateral or any financing or like statement with respect to the Collateral in which the Bank is not named as the sole secured party, consent or be a party to any Account Control Agreement to which the Bank is not also a party or sell, assign, or otherwise dispose of, grant any option with respect to, or pledge, or otherwise encumber the Collateral provided, however, that until the occurrence of a Default, the undersigned may buy, sell and withdraw Collateral subject to the other provisions of this Agreement, including but not limited to, Section 4. At the request of the Bank the undersigned agrees to do all other things which the Bank may deem necessary or advisable in order to perfect and preserve its security interest, perfection and operational control and to give effect to the rights granted to the Bank under this Agreement or enable the Bank to comply with any applicable laws or regulations. Notwithstanding the foregoing, the Bank does not assume any duty with respect to the Collateral and is not required to take any action to

collect, preserve or protect its or the undersigned's rights in any item of the Collateral. The undersigned releases the Bank and agrees to hold the Bank harmless from any claims, causes of action and demands at any time arising with respect to this Agreement, the use or disposition of any item of the Collateral or any action taken or omitted to be taken by the Bank with respect thereto, except in any case where the claim, cause of action or demand results from the gross negligence or willful misconduct of the Bank. The undersigned releases each Intermediary and agrees to hold each Intermediary harmless from any claims, causes of action and demands at any time arising with respect to any instruction made by Bank to any Intermediary purporting to be made under this Agreement or any Account Control Agreement, except in any case where the claim, cause of action or demand results from the gross negligence or willful misconduct of the Bank or the Intermediary, it being understood that no Intermediary shall have any duty to investigate Bank's right to issue any such instruction or any other matter related to any such instruction.

The rights granted to the Bank pursuant to this Agreement are in addition to the rights granted to the Bank in any custody, investment management, trust, Account Control Agreement or similar agreement. In case of conflict between the provisions of this Agreement and of any other such agreement, the provisions of this Agreement will prevail.

4. **Loan Value of the Collateral.**

The undersigned agrees that at all times the amount of the Liabilities may not exceed the aggregate Loan Value of the Collateral. The undersigned will, at the Bank's option, either supplement the Collateral or make, or cause to be made, any payment under the Liabilities to the extent necessary to ensure compliance with this provision or the Bank may liquidate Collateral to the extent necessary to ensure compliance with this provision. "Loan Value" means the value assigned by the Bank from time to time, in its sole reasonable discretion, to each item of the Collateral. The Bank retains the right to determine the eligibility of the Collateral.

5. **Currency Conversion.**

For calculation purposes, any currency or precious metal in which the Collateral is denominated (the "Collateral Currency") will be converted into the currency of the Liabilities (the "Liability Currency") at the spot rate of exchange for the purchase of the Liability Currency with the Collateral Currency quoted by the Bank at such place as the Bank reasonably deems appropriate (or, if no such rate is quoted on any relevant date, estimated by the Bank on the basis of the Bank's last quoted spot rate) or another prevailing rate that the Bank reasonably deems more appropriate.

6. **Representations and Warranties.**

The undersigned represents and warrants that:

(a) this Agreement constitutes the legal, valid and binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms, except as the enforcement hereof and thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and subject to the applicability of general principles of equity;

(b) the execution, delivery and performance by the undersigned of this Agreement and all other documents contemplated hereby, do not and will not (i) conflict with or constitute a breach of, or default under, or require any consent under, or, except as contemplated hereby, result in the creation of any lien, charge or encumbrance upon the property or assets of the undersigned pursuant to any other agreement or instrument to which the undersigned is a party or is bound or by which its properties may be bound or affected; or (ii) violate any provision of any law, rule, regulation (including, without limitation, Regulation U of the Federal Reserve Board), order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the undersigned;

(c) no consent, approval or authorization of, or registration, declaration or filing with, any governmental authority or other person or entity is required as a condition to or in connection with the due and valid execution, delivery and performance by the undersigned of this Agreement;

(d) there are no actions, suits, investigations or proceedings pending or, to the best of the undersigned's knowledge, threatened at law, in equity, in arbitration or by or before any other authority involving or affecting: (i) the

undersigned that, if adversely determined, are likely to have a material adverse effect on the prospects or condition of the undersigned; (ii) any material part of the assets or properties of the undersigned or any part of the Collateral; or (iii) any of the transactions contemplated in this Agreement. There are currently no material judgments entered against the undersigned and the undersigned is not in default with respect to any judgment, writ, injunction, order, decree or consent of any court or other judicial authority, which default is likely to have or has had a material adverse effect on the prospects or condition of the undersigned;

(e) in the event the undersigned is not an Obligor, in executing and delivering this Agreement the undersigned has (i) without reliance on the Bank or any information received from the Bank and based upon such documents and information it deems appropriate, made an independent investigation of the transactions contemplated hereby and the Obligor, the Obligor's business, assets, operations, prospects and condition, financial or otherwise, and any circumstances which may bear upon such transactions, the Obligor or the obligations and risks undertaken herein with respect to the Liabilities; (ii) adequate means to obtain from the Obligor on a continuing basis information concerning the Obligor and the Bank has no duty to provide to the undersigned any such information; (iii) full and complete access to the Liability Documents and any other documents executed in connection with the Liability Documents; (iv) not relied and will not rely upon any representations or warranties of the Bank not embodied herein or any acts heretofore or hereafter taken by the Bank (including but not limited to any review by the Bank of the affairs of the Obligor), and (v) determined that this Agreement will benefit the undersigned directly or indirectly;

(f) in the event that the undersigned is a partnership, limited liability partnership, corporation or limited liability company, the undersigned also represents and warrants that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

(g) in the event that the undersigned is a trust, the undersigned also represents and warrants that (i) it is a duly constituted and validly existing trust, (ii) the undersigned has delivered to the Bank a true, complete and accurate copy of the agreement pursuant to which it has been organized and all amendments and modifications thereto, and (iii) the trustees of the undersigned signing this Agreement have the legal capacity and full power and authority to execute, deliver, and perform their obligations under, and to bind the undersigned to perform its obligations under, this Agreement, and to execute and deliver any and all documents and instruments in connection therewith;

(h) the undersigned is the sole owner of the Collateral and the Collateral is free of all encumbrances except for the security interest in favor of the Bank created by this Agreement;

(i) with respect to the Collateral, as to Deposits and Account Assets, the undersigned has not withdrawn, canceled, been repaid or redeemed all or any part of any Deposits or Account Assets other than in compliance with this Agreement and there is no such pending application; and

(j) with respect to the Collateral, as to Securities, the Securities are fully paid and non-assessable, there are no restrictions on pledge of the Securities by the undersigned nor on sale of the Securities by the Bank (whether pursuant to securities laws or regulations or shareholder, lock-up or other similar agreements) and the Securities are fully marketable by the Bank as pledgee, without regard to any holding period, manner of sale, volume limitation, public information or notice requirements.

7. **Default.**

Each of the following is an event of default ("Default"):

(i) any sum payable on any of the Liabilities is not paid when due; (ii) any representation and warranty of the undersigned or any party liable on or for any of the Liabilities (including but not limited to the Obligor, a "Liability Party") in this Agreement or in any Liability Document shall prove to have been incorrect in any material respect when made; (iii) the undersigned or any Liability Party fails to perform or observe any term, covenant, condition or agreement on its part to be performed or observed contained in (a) this Agreement or under any Liability Document or (b) any loan, credit agreement, extension of credit, lease or derivative agreement to which the Bank or any subsidiary or affiliate is a party; (iv) any indebtedness of the undersigned or any Liability Party or interest or premium thereon is not paid when due (whether by scheduled maturity, acceleration, demand or otherwise); (v) the undersigned or any

Liability Party: (a) is generally not, or is unable to, or admits in writing its inability to, pay its debts as its debts become due; (b) makes an assignment for the benefit of creditors, or petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for its or a substantial part of its assets; (c) commences any proceeding under any law relating to bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation; (d) has any such petition filed, or any such proceeding has been commenced against it, in which an adjudication is made or order for relief is entered or which remains undismissed for a period of 30 days; (e) has a receiver, custodian or trustee appointed for all or a substantial part of its property; or (f) takes any action effectuating, approving or consenting to any of the events described in this section (v); (vi) the undersigned or any Liability Party shall die, dissolve or for any reason cease to be in existence or merge or consolidate, or if there is a change in the direct or indirect beneficial ownership of the undersigned or any Liability Party; (vii) the undersigned or any Liability Party is involved in a proceeding relating to, or which is likely to result in, a forfeiture of all or a substantial part of the undersigned's or any Liability Party's assets or a material judgment is entered against the undersigned or any Liability Party; or (viii) there is, in the opinion of the Bank, a material adverse change in the business, prospects or financial condition of the undersigned or any Liability Party.

8. **Remedies.**

Upon a Default, the Bank will have the rights and remedies under the UCC and the other rights granted to the Bank under this Agreement and may exercise its rights without regard to any premium or penalty from liquidation of any Collateral and without regard to the undersigned's basis or holding period for any Collateral.

The Bank may sell in the State of Ohio, or elsewhere, in one or more sales or parcels, at the price as the Bank deems best, for cash or on credit or for other property, for immediate or future delivery, any item of the Collateral, at any broker's board or at public or private sale, in any reasonable manner permissible under the UCC (except that, to the extent permissible under the UCC, the undersigned waives any requirements of the UCC) and the Bank or anyone else may be the purchaser of the Collateral and hold it free from any claim or right including, without limitation, any equity of redemption of the undersigned, which right the undersigned expressly waives.

The Bank may also, in its sole discretion: (i) convert any part of the Collateral Currency into the Liability Currency; (ii) hold any monies or proceeds representing the Collateral in a cash collateral account in the Liability Currency or other currency that the Bank reasonably selects; (iii) invest such monies or proceeds on behalf of the undersigned; and (iv) apply any portion of the Collateral, first, to all costs and expenses of the Bank, second, to the payment of interest on the Liabilities and any fees or commissions to which the Bank may be entitled, third, to the payment of principal of the Liabilities, whether or not then due, and fourth, to the undersigned.

9. **Expenses.**

The undersigned will pay to the Bank all reasonable costs, expenses (including attorney's fees and legal expenses incurred by the Bank, in connection with the exercise of any of the Bank's rights or obligations under this Agreement or the Liability Documents. The undersigned will take any action requested by the Bank to allow it to sell or dispose of the Collateral. Notwithstanding that the Bank may continue to hold Collateral and regardless of the value of the Collateral, the applicable Liability Party will remain liable for the payment in full of any unpaid balance of the Liabilities.

10. **Jurisdiction.**

To the maximum extent not prohibited by applicable law, the undersigned hereby irrevocably: (i) submits to the jurisdiction of any Ohio State or United States federal court sitting in Ohio over any action or proceeding arising out of this Agreement;(ii) agrees that all claims in respect of such action or proceeding may be held and determined in such Ohio State or federal court; (iii) agrees that any action or proceeding brought against the Bank may be brought only in a Ohio State or United States federal court sitting in Ohio; (iv) consents to the service of process in any such action or proceeding in either of said courts by mailing thereof by the Bank by registered or certified mail, postage prepaid, to the undersigned at its address specified on the signature page hereof, or at the undersigned's most recent mailing address as set forth in the records of the Bank; and (v) waives any defense on the basis of inconvenient forum.

The undersigned agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or proceeding in such state and hereby waives any defense on the basis of an inconvenient forum. Nothing herein shall affect the right of the Bank to serve legal process in any other manner permitted by law or affect the right of the Bank to bring any action or proceeding against the undersigned or its property in the courts of any other jurisdiction.

11. **Waiver of Jury Trial.**

THE UNDERSIGNED AND THE BANK EACH WAIVE ANY RIGHT TO JURY TRIAL.

12. **Notices.**

Unless otherwise agreed in writing, notices may be given to the Bank and the undersigned at their telecopier numbers (confirmed by telephone to their telephone numbers) or addresses listed on the signature page of this Agreement, or such other telecopier (and telephone) number or addresses communicated in writing by either party to the other.

13. **Unconditional Obligations.**

If the undersigned is not an Obligor, the undersigned's obligations under this Agreement are absolute and unconditional irrespective of: (a) any change in the amount, time, manner or place of payment of, or in any other term of, all or any of the Liability Documents or the Liabilities, or any other amendment or waiver of or any consent to departure from any of the terms of any Liability Document or the Liabilities; (b) any release or amendment or waiver of, or consent to departure from, any other guaranty or support document, or any exchange, release or non-perfection of any item of the Collateral, for all or any of the Liability Documents or the Liabilities; (c) any present or future law, regulation or order of any jurisdiction (whether of right or in fact) or of any agency thereof purporting to reduce, amend, restructure or otherwise affect any term of any Liability Document or the Liabilities; (d) without being limited by the foregoing, any lack of validity or enforceability of any Liability Document or the Liabilities; and (e) any other defense, setoff or counterclaim whatsoever (in any case, whether based on contract, tort or any other theory) with respect to the Liability Documents or the transactions contemplated thereby which might constitute a legal or equitable defense available to, or discharge of, the Obligor or a guarantor.

14. **Miscellaneous.**

(a) As used herein, the term undersigned shall include all signatories hereto, if more than one. In such event, the obligations, representations and warranties of the undersigned hereunder shall be joint and several. This Agreement shall be binding on the undersigned and its successors and assigns and shall inure to the benefit of the Bank and its successors and assigns, except that the undersigned may not delegate any of its obligations hereunder without the prior written consent of the Bank.

(b) No amendment or waiver of any provision of this Agreement nor consent to any departure by the undersigned will be effective unless it is in writing and signed by the undersigned and the Bank and will be effective only in that specific instance and for that specific purpose. No failure on the part of the Bank to exercise, and no delay in exercising, any right will operate as a waiver or preclude any other or further exercise or the exercise of any other right.

(c) The rights and remedies in this Agreement are cumulative and not exclusive of any rights and remedies which the Bank may have under law or under other agreements or arrangements with the undersigned or any Liability Party.

(d) The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement is not valid or enforceable in whole or in part in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of that invalidity or unenforceability without in any manner affecting the validity or enforceability in any other jurisdiction or the remaining provisions of this Agreement.

(e) The undersigned hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing the Liabilities or the Collateral and any other notices and demands, whether or not relating to those instruments.

(f) This Agreement is governed by and construed according to the law of the State of Ohio, without regard to the conflict of laws principles, and with the laws of the United States of America as applicable.

IN WITNESS WHEREOF, the undersigned has signed this Agreement as of this 3rd day of September, 2010.

ACCEPTED:
JPMorgan Chase Bank, N.A.

By:_____
Name: Todd Adelstein
Title: Vice President

Address for notices to the Bank:
JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Columbus, OH 43240
Attn: Linda LePage
Telecopier: 614-248-3292
Telephone: 614-244-1083

Bernstein Family Investments, LLLP

_____
Simon L. Bernstein, Manager of
The General Partner, Bernstein Holdings, LLC

Address for notices:
C/O Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496
Telecopier:
Telephone: 561-477-9096

EXHIBIT A

DESCRIPTION OF THE COLLATERAL

1. **Deposits**

Type of Deposit (CD, TD, etc.)	Location (NY, IBF-NY, etc.)	Account, Contract or Certificate No.

2. **Stocks, Bonds and Other Instruments and Securities**

Nature of Security or Obligation	Name of Issuer	Number of Units	Certificate Number (if applicable)

3. **All Assets Held or To Be Held in the Following Custody or Subcustody Accounts, Safekeeping Accounts, Investment Management Accounts and/or other account with Intermediary:**

Account Number

W32635000

UCN: 012263117000
Fac ID: 198486526

503821:v1

J.P.Morgan

GRID TIME PROMISSORY NOTE
(LIBOR/OFFERED)

$1,400,000.00 Dated as of August 24, 2010

For value received, **Bernstein Family Investments, LLLP and Simon Bernstein** (together, the "Borrower") hereby promises to pay to the order of JPMorgan Chase Bank, N.A. (the "Bank") for the account of the lending office of the Bank, the principal amount of each loan made by the Bank to the Borrower or, if less, the aggregate unpaid principal amount of all loans made to the Borrower by the Bank and outstanding under this Note (the "Loans"), up to an aggregate principal amount of One Million Four Hundred Thousand Dollars ($1,400,000.00) on the Maturity Date (as defined below) of each such Loan. No Maturity Date may be later than the Expiry Date defined in the most recent line of credit offer letter issued in connection with this Note (the "Final Maturity Date").

The Borrower promises to pay interest on each Interest Payment Date on the unpaid balance of the principal amount of each such Loan from and including the date of such Loan to such Maturity Date at either (i) a fixed rate per annum equal to the Adjusted Libor Rate applicable to such Loan plus 1.70% (such Loan a "Libor Loan"), or (ii) a fixed rate per annum equal to the Offered Rate applicable to such Loan (such Loan an "Offered Rate Loan"). After the occurrence of an Event of Default, principal shall bear interest from and including the date of such Event of Default until paid in full at a rate per annum equal to the Default Rate, such interest to be payable on demand. Interest shall be payable on the relevant Interest Payment Date and shall be calculated on the basis of a year of 360 days for the actual number of days elapsed.

All payments hereunder shall be made in lawful money of the United States and in immediately available funds. Any extension of time for the payment of the principal of this Note resulting from the due date falling on a non-Banking Day shall be included in the computation of interest. The date, amount, type and Maturity Date of, and the interest rate with respect to, each Loan evidenced hereby and all payments of principal thereof shall be recorded by the Bank on its books and, at the discretion of the Bank prior to any transfer of this Note at any other time, may be endorsed by the Bank on a schedule. Any such endorsement shall be conclusive absent manifest error. The Bank may (but shall not be obligated to) debit the amount of any payment under this Note that is not made when due to any deposit account of the Borrower with the Bank. The Borrower waives presentment, notice of dishonor, protest and any other notice or formality with respect to this Note.

This Note does not create, and shall not be construed to create, any contractual or other commitment to lend by the Bank. Each Loan matures on its Maturity Date and the Bank has no commitment to renew any such Loan. This Note is executed and delivered to the Bank to evidence any Loans that the Bank may extend to the Borrower in the Bank's sole discretion.

1. **Definitions**. The terms listed below shall be defined as follows:

"Adjusted Libor Rate" shall mean the Libor Rate for such Loan divided by one minus the Reserve Requirement.

"Banking Day" shall mean any day on which commercial banks are not authorized or required to close in New York City and whenever such day relates to a Libor Loan or notice with respect to any Libor Loan, a day on which dealings in U.S. dollar deposits are also carried out in the London interbank market.

"Default Rate" means a rate per annum equal to a fixed rate of 2% above the rate of interest in effect thereon (including any margin) at the time of default until the Maturity Date thereof and, thereafter, a floating rate of 2% above the Prime Rate.

"Event of Default" means an event described in Section 7.

"Facility Documents" shall mean this Note, any line of credit offer letter and any other documents, instruments, or agreements delivered as security or collateral for, or a guaranty of, the Loans, or in connection with, or as support for, any of the foregoing, whether by the Borrower or a Third Party, and any updates or renewals thereof.

"Fixed Rate Loan" shall mean either a Libor Loan or an Offered Rate Loan.

"Interest Payment Date" shall mean (i) with respect to a Libor Loan, the date one month from the date such Libor Loan is made, and with respect to an Offered Rate Loan, the last Banking Day of each calendar month and on the Maturity Date (and for any Offered Rate Loan with a Maturity Date later than three months after the date such Offered Rate Loan is made, every three months); and (ii) on any payment of principal.

"Libor Rate" shall mean the rate per annum quoted by the Bank at approximately 11:00 a.m. London time (or as soon thereafter as practicable) two Banking Days prior to the first day of such Loan for the offering by the Bank to leading banks in the London interbank market of U.S. dollar deposits having a term comparable to such Loan and in an amount comparable to the principal amount of such Loan.

"Main Office" shall mean the main office of the Bank, currently located at 1111 Polaris Parkway, Columbus, Ohio 43240.

"Maturity Date" shall mean (i) with respect to a Libor Loan, the last day of the period commencing on the date such Libor Loan is made and ending on the numerically corresponding day, one calendar month thereafter, as recorded by the Bank on its books, or if such day is not a Banking Day, then on the immediately succeeding Banking Day, and (ii) with respect to an Offered Rate Loan, the last day of the period commencing on the date such Offered Rate Loan is made and ending on the last day of the period for which such loan is offered, as recorded by the Bank on its books, or if such day is not a Banking Day, then on the immediately succeeding Banking Day; provided that if such Banking Day would fall in the next calendar month, such Maturity Date shall end on the immediately preceding Banking Day; and provided, further, that each such period which commences on the last Banking Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Banking Day of the appropriate calendar month. If the Bank shall not have received notice to the contrary from the Borrower at least three Banking Days prior to the Maturity Date of a Libor Loan, the Bank may renew such Libor Loan as a Libor Loan, provided that no such renewal shall be made if the renewal period is greater than one calendar month. If the Bank shall not have received notice to the contrary from the Borrower at least one (1) Banking Day prior to the Maturity Date of an Offered Rate Loan, the Bank may renew such Loan as a LIBOR Loan having a Maturity Date of one calendar month.

"Offered Rate" means if offered, a rate of interest per year as offered by the Bank from time to time on any single borrowing during the period offered on such Loan. The Offered Rate of interest available for any subsequent borrowings may differ since Offered Rates may fluctuate on a daily basis.

"Prime Rate" shall mean the rate of interest per annum announced from time to time by the Bank as its prime rate. Each change in the Prime Rate shall be effective from and including the date the change is announced as being effective. The Prime Rate is a reference rate and may not be the Bank's lowest rate.

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System.

"Regulatory Change" shall mean any change after the date of this Note in United States federal, state or municipal laws or any foreign laws or regulations (including Regulation D) or the adoption or making after such date of any interpretations, directives or requests applying to a class of banks, including the Bank, of or under any United States federal, state or municipal laws or any foreign laws or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof.

"Reserve Requirement" shall mean, for any Libor Loan, the average maximum rate at which reserves (including any marginal, supplemental or emergency reserves) are required to be maintained during the term of such Loan under Regulation D by member banks of the Federal Reserve System in New York City with deposits exceeding one billion U.S. dollars, or as otherwise established by the Board of Governors of the Federal Reserve System and any

other banking authority to which the Bank is subject, against "Eurocurrency liabilities" (as such term is used in Regulation D). Without limiting the effect of the foregoing, the Reserve Requirement shall reflect any other reserves required to be maintained by such member banks by reason of any Regulatory Change against (x) any category of liabilities which includes deposits by reference to which the Libor Rate is to be determined or (y) any category of extensions of credit or other assets which include Libor Loans. The Reserve Requirement shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Third Party" shall mean any party liable with respect to, or otherwise granting support for, this Note, whether by guaranty, subordination, grant of security or otherwise.

2. **Borrowings and Prepayments.** The Borrower shall give the Bank irrevocable notice of each borrowing request by 12:00 noon Eastern time three (3) Banking Days prior to each requested borrowing of a Libor Loan and by 12:00 noon Eastern time on the date of each requested borrowing of an Offered Rate Loan; provided that no Loan shall be in an amount less than $30,000. The Borrower shall have the right to make prepayments of principal at any time or from time to time; provided that: (a) the Borrower shall give the Bank irrevocable notice of each prepayment by 12:00 noon Eastern time three (3) Banking Days prior to prepayment of a Libor Loan, and one (1) Banking Day prior to prepayment of an Offered Rate Loan; (b) Fixed Rate Loans may be prepaid prior to their Maturity Date only if accompanied by payment of the additional compensation calculated in accordance with Section 5 below; (c) all prepayments of Loans shall be in a minimum amount equal to the lesser of $30,000 or the unpaid principal amount of this Note.

3. **Additional Costs.** (a) If as a result of any Regulatory Change which (i) changes the basis of taxation of any amounts payable to the Bank under this Note (other than taxes imposed on the overall net income of the Bank or the lending office by the jurisdictions in which the Main Office of the Bank or the lending office are located) or (ii) imposes or modifies any reserve, special deposit, deposit insurance or assessments, minimum capital, capital ratios or similar requirements relating to any extension of credit or other assets of, or any deposits with or other liabilities of the Bank, or (iii) imposes any other condition affecting this Note, the Bank determines (which determination shall be conclusive absent manifest error) that the cost to it of making or maintaining a Libor Loan is increased or any amount received or receivable by the Bank under this Note is reduced, then the Borrower will pay to the Bank on demand an additional amount that the Bank determines will compensate it for the increased cost or reduction in amount.

(b) Without limiting the effect of the foregoing provisions of this Section 3 (but without duplication), the Borrower shall pay to the Bank from time to time on request such amounts as the Bank may determine to be necessary to compensate the Bank for any costs which it determines are attributable to the maintenance by it or any of its affiliates pursuant to any law or regulation of any jurisdiction or any interpretation, directive or request (whether or not having the force of law and whether in effect on the date of this Note or thereafter) of any court or governmental or monetary authority of capital in respect of the Loans hereunder (such compensation to include, without limitation, an amount equal to any reduction in return on assets or equity of the Bank to a level below that which it could have achieved but for such law, regulation, interpretation, directive or request).

4. **Unavailability, Inadequacy or Illegality of Libor Rate.** Anything herein to the contrary notwithstanding, if the Bank determines (which determination shall be conclusive) that:

(a) quotations of interest rates for the relevant deposits referred to in the definition of Libor Rate are not being provided in the relevant amounts or for the relevant maturities for purposes of determining the rate of interest for a Libor Loan; or

(b) the definition of Libor Rate does not adequately cover the cost to the Bank of making or maintaining a Libor Loan; or

(c) as a result of any Regulatory Change (or any change in the interpretation thereof) adopted after the date hereof, the Main Office of the Bank or the lending office is subject to any taxes, reserves, limitations, or other charges, requirements or restrictions on any claims of such office on non-United States residents (including, without limitation, claims on non-United States offices or affiliates of the Bank) or in respect of the excess above a specified level of such claims; or

(d) it is unlawful for the Bank or the lending office to maintain any Libor Loan at the Libor Rate;

THEN, the Bank shall give the Borrower prompt notice thereof, and so long as such condition remains in effect, any existing Libor Loan shall bear interest at the Prime Rate and the Bank shall make no Libor Loans.

5. **Certain Compensation.** If for any reason there is a principal payment of a Fixed Rate Loan on a date other than its Maturity Date (whether by prepayment, acceleration or otherwise), the Borrower will pay to the Bank such amount or amounts as shall be sufficient (in the reasonable opinion of the Bank) to compensate the Bank for any loss, cost or expense which the Bank determines is attributable to such payment.

6. **Representations.** The Borrower represents and warrants that:

(a) the Facility Documents constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, except as the enforcement hereof and thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and subject to the applicability of general principles of equity;

(b) the execution, delivery and performance by the Borrower of the Facility Documents and all other documents contemplated hereby or thereby, and the use of the proceeds of any of the Loans, do not and will not (i) conflict with or constitute a breach of, or default under, or require any consent under, or result in the creation of any lien, charge or encumbrance upon the property or assets of the Borrower pursuant to any other agreement or instrument (other than any pledge of or security interest granted in any collateral pursuant to any Facility Document) to which the Borrower is a party or is bound or by which its properties may be bound or affected; or (ii) violate any provision of any law, rule, regulation (including, without limitation, Regulation U of the Federal Reserve Board), order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Borrower;

(c) no consent, approval or authorization of, or registration, declaration or filing with, any governmental authority or other person or entity is required as a condition to or in connection with the due and valid execution, delivery and performance by the Borrower of any Facility Document;

(d) there are no actions, suits, investigations or proceedings pending or, to the best of the Borrower's knowledge, threatened at law, in equity, in arbitration or by or before any other authority involving or affecting: (i) the Borrower that, if adversely determined, are likely to have a material adverse effect on the prospects or condition of the Borrower; (ii) any material part of the assets or properties of the Borrower or any part of the collateral (if any) under any Facility Document; or (iii) any of the transactions contemplated in the Facility Documents. There are currently no material judgments entered against the Borrower and the Borrower is not in default with respect to any judgment, writ, injunction, order, decree or consent of any court or other judicial authority, which default is likely to have or has had a material adverse effect on the prospects or condition of the Borrower;

(e) in the event that the Borrower is a partnership, limited liability partnership, corporation or limited liability company, the Borrower also represents and warrants that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, and has all requisite power and authority to execute, deliver and perform its obligations under the Facility Documents; and

(f) in the event that the Borrower is a trust, the Borrower also represents and warrants that (i) it is a duly constituted and validly existing trust, (ii) the Borrower has delivered to the Bank a true, complete and accurate copy of the agreement pursuant to which it has been organized and all amendments and modifications thereto, and (iii) the trustees of the Borrower signing this Note have the legal capacity and full power and authority to execute, deliver, and perform their obligations under, and to bind the Borrower to perform its obligations under, the Facility Documents, and to execute and deliver any and all documents and instruments in connection therewith.

Each borrowing request by the Borrower under this Note shall constitute a representation and warranty that the statements above are true and correct both on the date of such request and on the date of the borrowing. Each borrowing request shall also constitute a representation that no Event of Default has occurred and is continuing or would result from such borrowing.

7. **Events of Default.** If any one or more of the following events shall occur (each an "Event of Default"):

(a) the Borrower shall fail to pay the principal of, or interest on, this Note, or any other amount payable under this Note, as and when due and payable;

(b) any representation or warranty made or deemed made by the Borrower in this Note or by the Borrower or any Third Party in any Facility Document to which it is a party, or in any certificate, document, opinion or financial or other statement furnished under or in connection with a Facility Document, shall prove to have been incorrect in any material respect when made;

(c) the Borrower or any Third Party shall fail to perform or observe any term, covenant or agreement on its part to be performed or observed contained in (i) any Facility Document or (ii) any loan, credit agreement, extension of credit, lease or derivative agreement to which the Bank or any subsidiary or affiliate is a party;

(d) the Borrower or any Third Party shall fail to pay when due any of its indebtedness (including, but not limited to, indebtedness for borrowed money) or any interest or premium thereon when due (whether by scheduled maturity, acceleration, demand or otherwise);

(e) the Borrower or any Third Party: (i) shall generally not, or be unable to, or shall admit in writing its inability to, pay its debts as its debts become due; (ii) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for its or a substantial part of its assets; (iii) shall commence any proceeding under any law relating to bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation; (iv) shall have had any such petition filed, or any such proceeding shall have been commenced against it, in which an adjudication is made or order for relief is entered or which remains undismissed for a period of 30 days; (v) shall have had a receiver, custodian or trustee appointed for all or a substantial part of its property; or (vi) takes any action effectuating, approving or consenting to any of the events described in clauses (i) through (v);

(f) the Borrower or any Third Party shall be determined or adjudged incompetent or otherwise incapacitated by a court of competent jurisdiction, die, dissolve or for any reason cease to be in existence or shall merge or consolidate, or if there is a change in the direct or indirect beneficial ownership of the Borrower or any Third Party;

(g) the Borrower or any Third Party is involved in a proceeding which is likely to result in a forfeiture of all or a substantial part of the Borrower's or any Third Party's assets or a material judgment is entered against the Borrower or any Third Party;

(h) there is, in the opinion of the Bank, a material adverse change in the business, prospects or financial condition of the Borrower or any Third Party;

(i) any Facility Document granting a security interest at any time and for any reason shall cease to create a valid and perfected first priority security interest in and to the property purported to be subject to the Facility Document or ceases to be in full force and effect or is declared null and void, or the validity or enforceability of any Facility Document is contested by any party to the Facility Document, or such signatory to the Facility Document denies it has any further liability or obligation under the Facility Document;

THEN, the Bank may, by notice to the Borrower, declare the unpaid principal amount of this Note, accrued interest thereon and all other amounts payable under this Note due and payable whereupon the same shall become and be forthwith due and payable without presentment, demand, protest, notice of acceleration or intention to accelerate or further notice of any kind, all of which are hereby expressly waived by the Borrower, provided that in the case of an Event of Default described in clause (e) above, the unpaid principal amount of this Note, accrued interest and other amounts payable under this Note shall be immediately due and payable, provided further that in the case of an Event of Default described in clause (f) above due to the death of the Borrower, (and provided that no other Event of Default has occurred), the Bank shall not accelerate the unpaid principal amount of this Note, accrued interest thereon and other amounts payable under this Note for a period of 60 days, but the Bank shall not make any additional Loans during such 60-day period.

8. **Expenses.** The Borrower agrees to reimburse the Bank on demand for all reasonable costs, expenses and charges (including, without limitation, fees and charges of counsel) in connection with the preparation or modification of the Facility Documents, performance or enforcement of the Facility Documents, or the defense or prosecution of any rights of the Bank pursuant to any Facility Documents.

9. **Jurisdiction.** To the maximum extent not prohibited by applicable law, the Borrower hereby irrevocably: (i) submits to the jurisdiction of any Ohio State or United States federal court sitting in Ohio over any action or proceeding arising out of this Note; (ii) agrees that all claims in respect of such action or proceeding may be held and determined in such Ohio State or federal court; (iii) agrees that any action or proceeding brought against the Bank may be brought only in a Ohio State or United States federal court sitting in Ohio; (iv) consents to the service of process in any such action or proceeding in either of said courts by mailing thereof by the Bank by registered or certified mail, postage prepaid, to the Borrower at its address specified on the signature page hereof, or at the Borrower's most recent mailing address as set forth in the records of the Bank; and (v) waives any defense on the basis of an inconvenient forum.

The Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or proceeding in such state and hereby waives any defense on the basis

of an inconvenient forum. Nothing herein shall affect the right of the Bank to serve legal process in any other manner permitted by law or affect the right of the Bank to bring any action or proceeding against the Borrower or its property in the courts of any other jurisdiction.

10. **Waiver of Jury Trial.**

THE BORROWER AND THE BANK EACH WAIVE ANY RIGHT TO JURY TRIAL.

11. **Miscellaneous.** (a) The provisions of this Note are intended to be severable. If for any reason any provisions of this Note shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions thereof in any jurisdiction.

(b) No amendment, modification, supplement or waiver of any provision of this Note nor consent to departure by the Borrower therefrom shall be effective unless the same shall be in writing and signed by the Borrower and the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(c) No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

(d) As used herein, the term Borrower shall include all signatories hereto, if more than one. In such event, the obligations, representations and warranties of the Borrower hereunder shall be joint and several. This Note shall be binding on the Borrower and its successors and assigns and shall inure to the benefit of the Bank and its successors and assigns, except that the Borrower may not delegate any of its obligations hereunder without the prior written consent of the Bank.

(e) Anything herein to the contrary notwithstanding, the obligations of the Borrower under this Note shall be subject to the limitation that payments of interest shall not be required to the extent that receipt thereof would be contrary to provisions of law applicable to the Bank limiting rates of interest which may be charged or collected by the Bank.

(f) Unless otherwise agreed in writing, notices shall be given to the Bank and the Borrower at their telecopier numbers (confirmed by telephone to their telephone numbers) or addresses set forth in the signature page of this Note, or such other telecopier (and telephone) number or address communicated in writing by either such party to the other. Notices to the Bank shall be effective upon receipt.

(g) The obligations of the Borrower under Sections 3, 5, 8, 9, and 10 hereof shall survive the repayment of the Loans.

(h) Each reference herein to the Bank shall be deemed to include its successors, endorsees, and assigns, in whose favor the provisions hereof shall inure. Each reference herein to the Borrower shall be deemed to include the heirs, executors, administrators, legal representatives, successors and assigns of the Borrower, all of whom shall be bound by the provisions hereof.

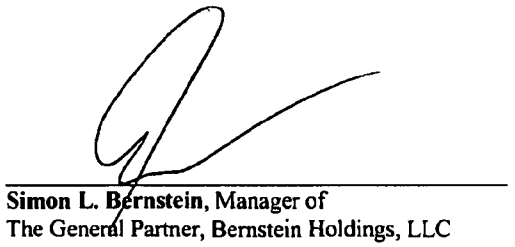
12. **Governing Law.** This Note shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflict of laws principles, and with the laws of the United States of America as applicable.

Signature Page Follows

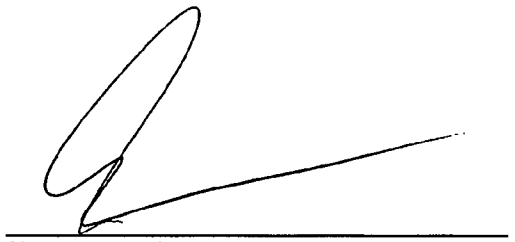
Signature page to $1,400,000.00 Grid Time Promissory Note, dated as of September 3, 2010

Address for notices to the Bank:
JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Columbus, OH 43240
Attn: Linda LePage
Telecopier: 614-248-3292
Telephone: 614-244-1083

Bernstein Family Investments, LLLP



Simon L. Bernstein, Manager of
The General Partner, Bernstein Holdings, LLC



Simon Bernstein

Address for notices:
C/O Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496
Telecopier:
Telephone: 561-477-9096

Bernstein

Investors - For Shareholders' Equity

LLCP Acc

LCCC

Bernstein Family Assets

Citizens States or Stanford

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

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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 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.

==========

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. FURNER, PRESIDENT
Name Title

Raven Bass

Elvira M. Lynch

JAKE BERNSTEIN IRREVOCABLE TRUST
dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
Louis B. Fourmet, President
Name Title

Raven Bass
Elvira M. Lynch

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
Louis B. Fourmet, President
Name Title

Raven Bass
Elvira M. Lynch

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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

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

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 shall 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 Members (namely, SIMON L. BERNSTEIN, SHIRLEY BERNSTEIN, SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., and BERNSTEIN FAMILY INVESTMENTS, LLLP). 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, or the signatures of their duly authorized representatives, to be set forth below on the day and year first above written.

Witnesses:

MEMBERS:

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

ELIOT BERNSTEIN FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

JILL IANTONI FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

LISA S. FRIEDSTEIN FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

COMPANY:
BERNSTEIN HOLDINGS, LLC, a Florida limited liability company

By:_____
SIMON L. BERNSTEIN, Manager

F:\WPDATA\drt\Bernstein, Shirley & Simon\Bernstein Family Investments, LLLP\Bernstein Holdings, LLC\Bernstein Holdings, LLC Operating Agreement.wpd

BERNSTEIN HOLDINGS, LLC
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

EXHIBIT A

Member(s)	Percentage Interest*	Capital Contributions
SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT u/t/d May 20, 2008	48.5%	$48.50
SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT u/t/d May 20, 2008	48.5%	$48.50
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the ELIOT BERNSTEIN Family Trust dated May 20, 2008	1%	$1.00
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the JILL IANTONI Family Trust dated May 20, 2008	1%	$1.00
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the LISA S. FRIEDSTEIN Family Trust dated May 20, 2008	1%	$1.00

*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

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.

ROBERT - LETS DISCUSS TED

Statement

ST ANDREWS COUNTRY CLUB

17757 Claridge Oval West
Boca Raton, FL 33496
Telephone (561) 451-4900

Estate of Simon Bernstein
7020 Lions Head Lane
Boca Raton FL 33496

1504	Oct 31/12
MEMBER	DATE

AMOUNT PAID $ _____

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

DATE	REF.NO	DESCRIPTION	AMOUNT	SVC/GRAT	TAX	TOTAL
		Balance Forward				7,861.43
Oct 1/12		Long Range Assessment	250.00	0.00	0.00	250.00
Oct 1/12		Capital Dues	125.00	0.00	0.00	125.00
Oct 1/12		Golf Single Dues	2,125.00	0.00	127.50	2,252.50
Oct 1/12		Restaurant Contribute-Full	275.00	0.00	16.50	291.50
Oct 1/12		Trail Fee	425.00	0.00	25.50	450.50
Oct 31/12	SJ9W15	Finance Charge	118.02	0.00	0.00	118.02

If you have any questions regarding your statement, please send an e-mail to Georgeanne at gbalsamo@standrewscc.com.

Thank You,

PLEASE NOTE: Your statement is now printed on BOTH the front & back of each page supporting our Club's "Go Green" Initiative!

Your account is showing a past due status of 60 days. Your membership is now suspended. Please contact the Accounting Office. Thank you.

		3,318.02	0.00	169.50	11,348.95

Must use by Oct. 31 - F&B Minimum 0.00

MEMBER	CURRENT BAL.	30 DAYS BAL.	60 DAYS BAL.	90 DAYS BAL.	AMOUNT DUE
1504	3,487.52	4,944.33	2,917.10	0.00	11,348.95

(Pymts to the club are not deductible as charitable contributions for income tax purposes)

St. Andrew's Country Club

TS005441

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
Ogden UT 84201-0148

2011
Shirley Bernstein Est Form 1041 pymt

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

RECEIVED
NOV 7 2012
OGDEN, UT
SERVICE CENTER

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 2514

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE



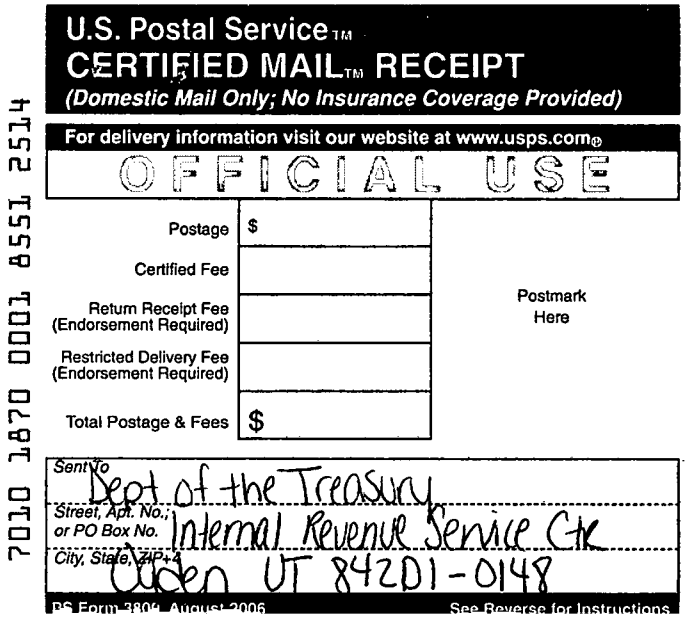
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

TESCHER & SPALLINA, P.A.
Boca Village Corporate Center I
Suite 720
4855 Technology Way
Boca Raton, Florida 33431

RLS
Bernstein Estate of Shirley

TS005443


U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE
Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $
Postmark Here
Sent To Dept of the Treasury
Street, Apt. No., or PO Box No. Internal Revenue Service Ctr
City, State, ZIP+4 Ogden UT 84201-0148
PS Form 3800, August 2006
See Reverse for Instructions
7010 1870 0001 8551 2514

Department of the Treasury Internal Revenue Service	OMB No. 1545-0092 **2011**	**Form 1041-V Payment Voucher**

- ▶ Use this voucher when making a payment with Form 1041
- ▶ Do not staple this voucher or your payment to Form 1041
- ▶ Make your check or money order payable to the "United States Treasury."
- ▶ Write your employer identification number (EIN) on your check or money order.

Enter the amount of your payment ▶	13,221 00

1019

30-6283128
SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN, EXECUTOR
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

306283128 WV SHIR 05 2 201112 610

SHIRLEY BERNSTEIN TRUST AGREEMENT
TED BERNSTEIN, TRUSTEE
880 BERKELEY STREET
BOCA RATON, FL 33487
561-213-2322

63-8413/2670 18978 105

DATE 11/2/2012

PAY TO THE ORDER OF US Treasury $ 13,221.00

Thirteen thousand two hundred twenty one 00/100 DOLLARS

Security features included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

EIN: 46-6235212

MEMO 2011 Form 1041

Ted Bernstein MP

⑈ 267084131 ⑈ 4780188117⑈0105

2011 TAX RETURN FILING INSTRUCTIONS

U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

SHIRLEY BERNSTEIN ESTATE

FOR THE YEAR ENDING

DECEMBER 31, 2011

Prepared for	TED BERNSTEIN, EXECUTOR 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	CBIZ GOLDSTEIN LEWIN 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486
To be signed and dated by	THE FIDUCIARY
Amount of tax	Total tax $ 12,741 Less: payments and credits $ 0 Plus: interest and penalties $ 480 BALANCE DUE $ 13,221
Overpayment	Miscellaneous Amounts $ 0 Credited to your estimated tax $ 0 Refunded to you $ 0
Mail tax return and check (if applicable) to	THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING AND THE PIN PROGRAM HAS BEEN ELECTED. TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN AND RETURN FORM 8879-F TO OUR OFFICE. WE WILL THEN SUBMIT YOUR ELECTRONIC RETURN.
Forms to be distributed to beneficiaries	NOT APPLICABLE.
Return must be mailed on or before	RETURN FEDERAL FORM 8879-F TO US BY SEPTEMBER 15, 2012.
Special Instructions	YOUR CHECK FOR $13,221, PAYABLE TO THE UNITED STATES TREASURY, MUST BE PAID BY SEPTEMBER 15, 2012. BE SURE TO INCLUDE YOUR PAYMENT WITH FORM 1041-V, FORM 1041 PAYMENT VOUCHER. INCLUDE THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE FIDUCIARY, EMPLOYER ID NUMBER, AND THE WORDS "2011 FORM 1041" ON YOUR CHECK. MAIL TO - DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CENTER OGDEN, UT 84201-0148 FORM 8855, ELECTION TO TREAT A QUALIFIED REVOCABLE TRUST AS

This form received with thank you.

112231
06-24-11

Special Instructions

PART OF AN ESTATE MUST BE FILED BY THE DUE DATE OF FORM 1041 (INCLUDING EXTENSIONS, IF ANY) FOR THE FIRST TAX YEAR OF THE RELATED ESTATE (OR FILING TRUST).

SIGN, DATE AND SEPARATELY MAIL FORM 8855 TO THE FOLLOWING ADDRESS:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
OGDEN, UT 84201

BY SIGNING THIS CONSENT FORM, YOU ARE ALSO CONSENTING TO HAVE US ELECTRONICALLY FILE, WHEN POSSIBLE, ANY STATE TAX RETURNS THAT DO NOT REQUIRE A SEPARATE AUTHORIZATION FORM, IF APPLICABLE.

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 F: 561.241.0071
www.cbizgl.com

SEPTEMBER 13, 2012

TED BERNSTEIN, EXECUTOR
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

RE: SHIRLEY BERNSTEIN ESTATE

TED BERNSTEIN, EXECUTOR:

ENCLOSED ARE YOUR 2011 ESTATE TAX RETURNS, AS FOLLOWS...

2011 U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH AN EXAMINATION.

SCHEDULES K-1 ARE INCLUDED AND SHOULD BE FORWARDED TO THE RESPECTIVE BENEFICIARIES.

YOUR COPY SHOULD BE RETAINED FOR YOUR FILES.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURN.

VERY TRULY YOURS,

CBIZ GOLDSTEIN LEWIN

Kimberly Moran

From: Kimberly Moran
Sent: Thursday, November 01, 2012 9:55 AM
To: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Shirley Bernstein Estate

Dear Mr. Bernstein:

We are in receipt of a Form 1041-V Payment Voucher for your mother's estate in the amount of $13,221.00. Please forward a check from the Shirley Bernstein Trust Account from JP Morgan payable to United States Treasury and we will forward the payment.

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

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▪ F: 561.241.0071
www.cbizgl.com

October 10, 2012

Mr. Robert L. Spallina
Tescher & Spallina PA
4855 Technology Way Suite 720
Boca Raton, FL 33431

RE: Shirley Bernstein Trust IRS Payment

Dear Mr. Spallina:

Please note that the Bernstein Holdings LLC and Bernstein Family Investments LLLP tax returns were mailed to the IRS today via certified mail. The forms for electronic filing of tax returns were also received and processed.

However, included in this package was the IRS payment envelope and instructions for the Shirley Bernstein Trust which we are sending back to you for processing.

Thank you.

Sincerely,

Dana Aranosian
Executive Assistant
to Gerald R. Lewin, CPA

Enclosures as stated.

IN 06 201112 670 25 29265-294-35000-2 A0004076 162
201246 048167 33487 IRS USE ONLY 262124343 SB U

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: November 26, 2012

Taxpayer Identification Number:
26-2124343
Tax Form: 1065
Tax Period: December 31, 2011

001176.130186.0006.001 2 AT 0.374 1026

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

001176

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners		3
Late Filing Penalty		$1,170.00
Total Penalty		$1,170.00
Less Penalty Paid		$.00
Total Amount You Owe		**$1,170.00**
Subtract Payments We Have Not Included	$_____	
Pay the Adjusted Amount Due	$_____	

TS005451

IN 06 201112 670 6523 29265-294-29700-2 A0003027 162
201246 075883 33487 IRS USE ONLY 320234597 SB N

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: November 26, 2012

Taxpayer Identification Number:
32-0234597
Tax Form: 1065
Tax Period: December 31, 2011

001177.130186.0006.001 2 AT 0.374 1026

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

001177

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners	5
Late Filing Penalty	$1,950.00
Total Penalty	$1,950.00
Less Penalty Paid	$.00
Total Amount You Owe	**$1,950.00**
Subtract Payments We Have Not Included	$_____
Pay the Adjusted Amount Due	$_____

IRS Department of the Treasury
Internal Revenue Service
Memphis, TN 37501-0250

Letter Number: 2797
Date of this Letter: 10/22/2012

Taxpayer Identification Number:
26-2124343

For assistance you may call us at:
1-800-829-0115

Office Hours:
8:00 AM - 4:30 PM

Person to Contact:
Customer Service Rep

BOD CODE: SB
CP: ACS

011248.257944.0036.001 1 AT 0.374 542

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

011248

Dear BERNSTEIN FAMILY INVESTMENTS LLLP

We need your assistance in updating our records. Please fill in the address information requested below. **In order to make changes to your address your signature is required.** Return your response within 10 days from the date of this letter. An envelope is enclosed for your convenience. Thank you for your cooperation.

Is the above address correct? YES ☐ NO ☐

_____
Your Signature - **(Required to update our records)**

If you checked NO, please complete the following:

_____
C/O or Guardianship

_____
Your street address or P.O. Box Number

_____
City State Zip code

( ) _____ ( ) _____
Daytime telephone number Cell Phone Number

If you have any questions, you may contact a Customer Service Representative by calling the toll-free telephone number shown above. For faster service, try calling us any day except Monday when our call volumes are highest.

Sincerely yours,
Compliance Services Field Director

Ensure that the Internal Revenue Service return address shows in the window.

262124343223001

Internal Revenue Service
Memphis, TN 37501-0250

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

Letter 2797 (CG) (Rev. 05-2005)

TS005453

Department of the Treasury
Internal Revenue Service
Philadelphia, PA 19154-0030

7161 7618 3635 3480 3952

Notice	CP504B
Tax Period	December 31, 2011
Notice date	December 10, 2012
Employer ID number	30-6283128
To contact us	Phone 1-800-829-0115
Your Caller ID	576528

034024.272236.0182.005 2 AT 0.374 1150

306283128221

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931205

34024

Notice of intent to levy

Intent to seize your property or rights to property

Amount due immediately: $3,104.71

As we notified you before, our records show you have unpaid taxes for the tax period ending December 31, 2011 (Form 1041). If you don't call us immediately or pay the amount due by December 20, 2012, we will seize ("levy") your property or rights to property and apply it to the $3,104.71 you owe.

Billing Summary

Amount you owed	$3,095.82
Interest charges	8.89
Amount due immediately	**$3,104.71**

Continued on back...

IRS

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931205

Notice	CP504B
Notice date	December 10, 2012
Employer ID number	30-6283128

Payment

- Make your check or money order payable to the United States Treasury.
- Write your Employer ID number (30-6283128), the tax period (December 31, 2011), and the form number (1041) on your payment and any correspondence.

INTERNAL REVENUE SERVICE
KANSAS CITY, MO 64999-0202

Amount due immediately **$3,104.71**

306283128 WV BERN 05 2 201112 670 00000310471

If we don't hear from you—**continued**



034024

- If you still have an outstanding balance after we make these seizures, we may send you a notice giving you a right to a hearing before the IRS Office of Appeals, if you have not already received such a notice. We may then seize ("levy") or take possession of your other property or your rights to property. Property includes:
  - Wages, real estate commissions, and other income
  - Bank accounts
  - Business assets
  - Personal assets (including your car and home)
  - Social Security benefits
- If you don't pay the amount due or call us to make payment arrangements, we can file a Notice of Federal Tax Lien on your property at any time, if we haven't already done so.
- If the lien is in place, you may find it difficult to sell or borrow against your property. The tax lien would also appear on your credit report—which may harm your credit rating—and your creditors would also be publicly notified that the IRS has priority to seize your property.
- If you don't pay your tax debt, we have the right to seize ("levy") your property.

Continued on back...

WV 05 201112 670 6523
201243 096770 33496 IRS USE ONLY 93236-284-07117-2 A0094645 101
306283128 SB V

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP161
Date: November 5, 2012

Taxpayer Identification Number:
30-6283128
Tax Form: 1041
Tax Period: December 31, 2011

006253.123698.0029.001 1 AT 0.374 864

SHIRLEY BERNSTEIN ESTATE
SIMON L BERNSTEIN PER REP
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

006253

Request for Payment U.S. Fiduciary Income Tax Return

Our records show you owe $16,316.82 on your return for the above tax period.

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by November 26, 2012. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

- **EFTPS**
  - If you are currently enrolled, go to www.eftps.gov or call 1-800-555-4477.
  - To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.

- **Check or Money Order**
  - Make your check or money order payable to the **United States Treasury;**
  - Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment; and
  - Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by November 26, 2012.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Tax Statement

Tax on Return	$12,741.00
Total Credits	$.00
Amount Previously Refunded to You	$.00

Underpayment	$12,741.00
Penalty	$3,312.65
Interest	$263.17
Total Amount You Owe	**$16,316.82**

For tax forms, instructions and information visit **www.irs.gov**. (Access to this site will not provide you with your specific taxpayer account information.)

Penalty and Interest

About Your Notice - The penalty and/or interest charges on your account are explained on the following pages. If you want a more detailed explanation of your penalties and interest, please call the telephone number listed on the top of this notice. You may call your local IRS telephone number if the number shown on your notice is a long-distance call for you. All days mentioned in the paragraphs below are calendar days, unless specifically stated otherwise.

Penalties: $3,312.65

01 Penalty for Filing Return Late $2,866.72

We charged a penalty because you filed your return late. We use the number of months the return is late to determine the penalty. If you filed more than 60 days late, the minimum penalty may apply. The minimum penalty is the lesser of $100 or 100% of the tax due, for returns due before 12/31/2008. For returns due after 12/31/2008, the minimum penalty is the lesser of $135 or 100% of the tax due. If you disagree with this penalty, see "Removal of Penalties" in this notice. To avoid this penalty in the future, you should file your returns by the return due date.

(Internal Revenue Code section 6651)

The table below shows how we figured your penalty. We multiplied the number of months times the monthly rate times the principal.

Date	No. Months	Rate/Month	Principal	Penalty
09/15/2012	05	4.50%	12,741.00	2,866.72
			Total Penalty:	2,866.72

07 Paying Late $445.93

We charged a penalty because you paid your taxes late. We count part of a month as a full month. If you disagree with this penalty, see "Removal of Penalties" in this notice. To avoid this penalty in the future, you should pay your taxes by the due date. Even if you have an extension to file your tax return, you do not have additional time to pay your tax.

(Internal Revenue Code section 6651 (a) (2))

IRS Department of the Treasury
Internal Revenue Service
Memphis, TN 37501-0250

Letter Number: 2797
Date of this Letter: 10/22/2012

Taxpayer Identification Number:
26-2124343

For assistance you may call us at:
1-800-829-0115

Office Hours:
8:00 AM - 4:30 PM

Person to Contact:
Customer Service Rep

BOD CODE: SB
CP: ACS

011248.257944.0036.001 1 AT 0.374 542

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

011248

Dear BERNSTEIN FAMILY INVESTMENTS LLLP

We need your assistance in updating our records. Please fill in the address information requested below. **In order to make changes to your address your signature is required.** Return your response within 10 days from the date of this letter. An envelope is enclosed for your convenience. Thank you for your cooperation.

Is the above address correct? YES ☐ NO ☐

_____
Your Signature - **(Required to update our records)**

If you checked NO, please complete the following:

_____
C/O or Guardianship

_____
Your street address or P.O. Box Number

_____
City State Zip code

( ) _____ ( ) _____
Daytime telephone number Cell Phone Number

If you have any questions, you may contact a Customer Service Representative by calling the toll-free telephone number shown above. For faster service, try calling us any day except Monday when our call volumes are highest.

Sincerely yours,
Compliance Services Field Director

Ensure that the Internal Revenue Service return address shows in the window.

262124343223001

Internal Revenue Service
Memphis, TN 37501-0250

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

Letter 2797 (CG) (Rev. 05-2005)

TS005458

Transaction History

Customer: SIMON BERNSTEIN
Account: MI/FL/GA Checking #XXXXX7231

*required field

Current Balance	Present Balance	Available Less Overdraft	Available Balance	Calendar
$67,402.08	$67,402.08	$67,402.08	$67,402.08	

* denotes end of day balance

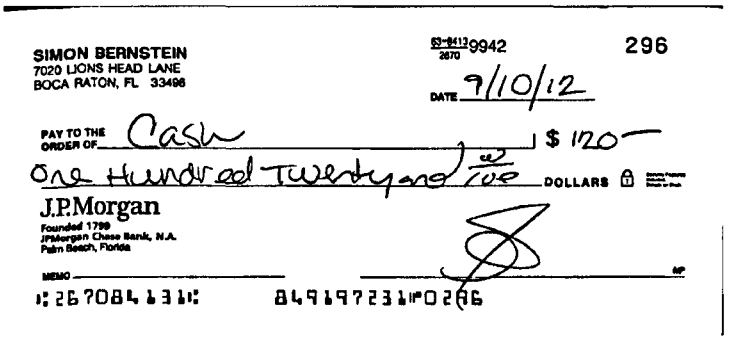
Date Posted	Tran Type	Description	$ Debits(-)	$ Credits(+)	$ Balance
10/15/2012	Bill Payment	Online Payment 2915409969 To F	-1,460.85		67,402.08 *
10/15/2012	Wire Transfer	FEDWIRE DEBIT VIA: LEGACY BANK	-4,000.00		68,862.93
10/10/2012	Interest	INTEREST PAYMENT		0.55	72,862.93 *
10/09/2012	ACH Debit	AMERICAN PIONEER PAYMENT AP	-268.00		72,862.38 *
10/09/2012	ACH Deposit	MONARCH LIFE DDP CREDIT 40		2,000.00	73,130.38
10/01/2012	Misc. Debit	DEBIT MEMORANDUM REF: INTEREST	-11.29		71,130.38 *
10/01/2012	Misc. Debit	DEBIT MEMORANDUM REF: INTEREST	-2,229.60		71,141.67
09/18/2012	Check	CHECK # 296	-120.00		73,371.27 *
09/14/2012	Wire Transfer	FEDWIRE DEBIT VIA: LEGACY BANK	-4,000.00		73,491.27 *
09/12/2012	Interest	INTEREST PAYMENT		0.50	77,491.27 *
09/12/2012	Check	CHECK # 297	-20,000.00		77,490.77
09/12/2012	ACH Deposit	US TREASURY 303 XXSOC SEC 37		1,534.10	97,490.77
09/11/2012	Wire Transfer	FEDWIRE DEBIT VIA: COMERICA BK	-5,000.00		95,956.67 *
09/11/2012	Wire Transfer	FEDWIRE DEBIT VIA: COMERICA BK	-5,000.00		100,956.67
09/11/2012	Bill Payment	Online Payment 2858852033 To C	-3,500.00		105,956.67
09/07/2012	ACH Debit	AMERICAN PIONEER PAYMENT 01	-268.00		109,456.67 *

Older

SIMON BERNSTEIN - DECEASED - 000000849197231 Enable Check Image Zoom

Check No	Post Date	Amount of Check
296	09/18/2012	$120.00

Check Front


SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

9942 296

DATE 9/10/12

PAY TO THE ORDER OF Cash $ 120—

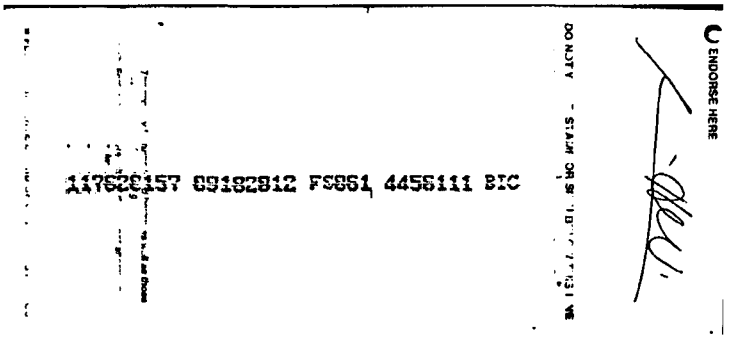
One Hundred Twenty and no/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO

⑆267084631⑆ 849197231⑈0296

Check Back


ENDORSE HERE

DO NOT WRITE, STAMP OR MARK BELOW THIS LINE

⑆267084631⑆ 09182812 FS851 4456111 BIC

Maritza Puccio
561-305 2999
maritza_puccio@yahoo.com

Memo of Record

Boston

10/14/12

Lehigh

8/5	5,000
8/17	15,000
8/17	3,000
8/30	4,353.06
8/30	11,052.01
9/11	5,000.00
9/12	20,000
≈	63,000 ±

- Spoke to Greg Lowe Monday
  1. Capital Contributions

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is made and entered into this _____ day of _____, 2012, at Chicago, Illinois by and between each of the following defined entities and individuals.

PARTIES DEFINED

"TED", as defined herein, refers to and means Ted S. Bernstein an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"PAM", as defined herein, refers to and means Pamela B. Simon an individual residing in Chicago, Illinois, her heirs, successors and/or assigns.

"ELIOT" as defined herein, refers to and means Eliot I. Bernstein, an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"JILL" as defined herein, refers to and means Jill M. Iantoni, an individual residing in Highland Park, Illinois, her heirs, successors and/or assigns.

"LISA" as defined herein, refers to and means Lisa S. Friedstein residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"ALLY" as defined herein, refers to and means Alexandra L. Bernstein residing in White Plains, New York, an individual, her heirs, successors and/or assigns.

"ERIC" as defined herein, refers to and means Eric D. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MICHAEL" as defined herein, refers to and means Michael A. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MOLLY" as defined herein, refers to and means Molly N. Simon residing in Chicago Illinois, an individual, her heirs, successors and/or assigns.

"THE ELIOT CHILDREN" as defined herein, refers to and means Joshua, Jacob and Daniel Bernstein residing in Boca Raton, Florida, all individual(s), their heirs, successors and/or assigns.

"THE JILL CHILD" as defined herein, refers to and means Julia Iantoni residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"THE LISA CHILDREN" as defined herein, refers to and means Max and Carley Friedstein residing in Highland Park, Illinois, an individual(s), both heirs, successors and/or assigns.

DEFINITIONS

"Agreement", as defined herein, refers to and means, this Settlement Agreement and Mutual Release.

"Party" or "Parties", shall refer to and mean an individual defined above whom shall sign on and be bound by this Settlement Agreement, and Parties shall refer to the individuals collectively.

"Trust", as defined herein refers to and means the Simon L. Bernstein Irrevocable Insurance Trust dtd 6/21/95.

RECITAL'S

WHEREAS, the Parties are all of the children and grandchildren of the marriage of Simon L. Bernstein and Shirley Bernstein;

WHEREAS, Simon L. Bernstein established the Trust in 1995 for the benefit of his wife,

Shirley Bernstein, and their children, the Parties;

WHEREAS, Shirley Bernstein predeceased Simon L. Bernstein, and Simon L. Bernstein passed away on September 13, 2012;

WHEREAS, after a diligent search by the Parties, an executed copy of the Trust can not be found;

WHEREAS, the Trust is the beneficiary of life insurance policy number 1009208 issued by Heritage Union Life Insurance Company (the "Insurer") on the life of Simon L. Bernstein (the "Policy");

WHEREAS, the Parties desire to achieve the intent of Simon L. Bernstein on or about the date of the Trust and resolve any and all disputes and controversies that have arisen or may arise regarding the distribution of the death benefit proceeds of the Policy.

WITNESSETH

NOW THEREFORE, in consideration of the following covenants, promises and obligations, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged; it is agreed by and between the Parties as follows:

COVENANTS

1. TED is appointed and hereby accepts the appointment to act as Trustee of the Trust.
2. That TED, as Trustee, shall open a bank account in the name of the Trust (the "Trust Account").
3. That TED, as Trustee shall deposit or direct the Insurer to deposit the death benefit proceeds of the Policy into the Trust Account.
4. That TED, as Trustee, shall pay expenses of the Trust including the cost of filing a tax return from the proceeds in the Trust Account.
5. That TED, as Trustee, shall distribute all remaining proceeds in the Trust Account equally (in 20% shares) to each of TED, PAM, ELIOT, JILL and LISA.

6. That TED, as Trustee, upon completing the distribution in ¶5 above and the filing of the tax return contemplated in ¶4 above shall close the Trust Account.

7. Upon receipt of the Settlement Agreement executed by all Parties and upon fulfillment of all of the covenants and obligations contained in ¶1 through ¶6 above, TED, PAM, ELIOT, JILL, AND LISA, ALLY, ERIC, MICHAEL, MOLLY, THE ELIOT CHILDREN, THE JILL CHILD AND THE LISA CHILDREN and each of them in their own individual capacity, shall respectively acquit, release, and forever discharge TED, both individually and as Trustee, and each and every other Party from any and all claims, demands, liabilities, obligations, causes and causes of action of whatever kind or nature, known or unknown, suspected or unsuspected by each of them, which each of them now owns or holds or at any time heretofore owned or held as against each other arising out of any matter related to or associated with the Policy and/or the Trust, and without limiting the generality of the foregoing, all claims, demands, liabilities, obligations, causes and causes of action arising out of or in any way connected with: a) the receipt of the death benefit proceeds of the Policy by the Trust; b) arising out of or in any way connected to the operation and management of the Trust, or the actual terms of the Trust in the event it should be located subsequent to the date of this Agreement regardless as to whether all of the covenants and obligations of this Agreement have been executed to completion.

8. All demands and notices given hereunder shall be sent by mail addressed to the respective Parties with a copy to David B. Simon, The Simon Law Firm, 303 E. Wacker Dr., Suite 210, Chicago, IL 60601-5210.

9. The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations hereunder. All Parties further represent that this Settlement Agreement has been duly executed and delivered.

10. This Settlement Agreement embodies the entire understanding of the Parties. All prior correspondence, conversations, memoranda and agreements have been merged into and replaced by this Settlement Agreement.

11. If a Party breaches this Settlement Agreement, the breaching Party shall reimburse the non-breaching Parties for all reasonable costs, attorney's fees, and expenses incurred by them in enforcing the terms and provisions of the Settlement Agreement.

12. This Settlement Agreement shall (i) be governed and construed in accordance with the laws of the State of Illinois and all claims or controversies arising out of this Settlement Agreement shall be brought within the exclusive jurisdiction of the State of Illinois; (ii) inure to the benefit of and be binding upon the Parties themselves, as well as their respective heirs, executors, predecessors, successors and assigns.

13. All Parties have been represented by counsel, or have had the opportunity to seek the advice of counsel, and if they have sought counsel then such counsel has reviewed this Settlement Agreement and recommended that their respective clients enter into it.

14. This Settlement Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute an original. Facsimile signatures of the Parties shall as valid and binding as original signatures.

15. Should any provision contained in this Agreement be deemed illegal or unenforceable as a matter of law, the remainder of this Agreement shall remain binding and continue in full force and effect.

16. The signatories state that they have read and understand this Settlement Agreement and that they intend to be legally bound by the same.

Agreed and accepted this date and year first written above.

TED S. BERNSTEIN

_____

Witness:_____
Address:

_____

_____

PAMELA B. SIMON

_____

Witness:_____
Address:

_____

_____

LISA S. FRIEDSTEIN

_____

Witness:_____
Address:

_____

ERIC BERNSTEIN

_____

Witness:_____
Address:

_____

MOLLY N. SIMON

_____

Witness:_____
Address:

_____

THE JILL CHILD

_____

Jill Iantoni, Parent

_____

Guy Iantoni, Parent

Address:

_____

ELIOT I. BERNSTEIN

_____

Witness:_____
Address:

_____

_____

JILL M. IANTONI

_____

Witness:_____
Address:

_____

_____

ALEXANDRA L. BERNSTEIN

_____

Witness: _____
Address: _____

_____

MICHAEL BERNSTEIN

_____

Witness:_____
Address:

_____

THE ELIOT CHILDREN

_____

Eliot I. Bernstein, Parent

_____

Candace Bernstein, Parent

Address:

_____

THE LISA CHILDREN

_____

Lisa Frendstein, Parent

_____

Jeffrey Friedstein, Parent

Address:

_____

Robert Spallina

From: Prindle, Christopher R [christopher.r.prindle@jpmorgan.com]
Sent: Tuesday, December 04, 2012 12:03 PM
To: Robert Spallina
Cc: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Re: Bernstein

Thanks Robert. We are moving forward with the plan as discussed.

Best,
Chris

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, December 04, 2012 10:24 AM
To: Robert Spallina <rspallina@tescherspallina.com>; Prindle, Christopher R
Cc: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
Subject: RE: Bernstein

Chris – please confirm

From: Robert Spallina
Sent: Monday, December 03, 2012 2:03 PM
To: Prindle, Christopher R
Cc: Ted Bernstein
Subject: RE: Bernstein

Chris – as discussed, please raise enough cash in the Bernstein LLLP account (in the most tax efficient manner possible) to pay off the loan. After the loan is paid, please make a final distribution from the LLLP of its assets to the respective partners accounts pro-rata as follows - Si Trust (49.5%), Shirley Trust (49.5%) and Bernstein Holdings (1%). Bernstein Holdings should then be liquidated among its partners (Si and Shirley Trusts 50/50). We would like to have both the LLC and LLLP accounts closed before year end so that we can prepare final returns for 2012. Please contact me if you have any questions.

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: Robert Spallina
Sent: Monday, December 03, 2012 2:03 PM
To: Prindle, Christopher R
Cc: Ted Bernstein
Subject: RE: Bernstein

Chris – as discussed, please raise enough cash in the Bernstein LLLP account (in the most tax efficient manner possible) to pay off the loan. After the loan is paid, please make a final distribution from the LLLP of its assets to the respective partners accounts pro-rata as follows - Si Trust (49.5%), Shirley Trust (49.5%) and Bernstein Holdings (1%). Bernstein Holdings should then be liquidated among its partners (Si and Shirley Trusts 50/50). We would like to have both the LLC and LLLP accounts closed before year end so that we can prepare final returns for 2012. Please contact me if you have any questions.

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

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Robert Spallina

From: Robert Spallina
Sent: Monday, December 03, 2012 1:36 PM
To: 'Pam Simon'
Cc: Ted Bernstein; Simon David Scooter; Simon Pam
Subject: RE: Proceeds

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: Rachel Walker [rachel3584@gmail.com]
Sent: Monday, December 03, 2012 10:59 AM
To: Robert Spallina
Cc: Ted Bernstein
Subject: Bernstein Family Realty
Attachments: Copy of Eliot Candice Kids House Expenses.xlsx

Hi Robert!
Hope all is well with you and you had a nice holiday :)
I met with Ted and he told me about your discussion regarding Eliot and the kids and my position etc.... I would like to hand over all responsibility of bills etc. to Eliot and Candice and put them in contact with Janet Craig for future trust disbursement for their bills. Am I legally allowed to do so? I can just give them the checkbook to the Legacy account and let them do everything?
It has just reached a point where I know if Shirley and Si were alive a lot would be different and I don't see why I am needed as the middleman for them to Janet. Below I prepared an email to send to Janet if you think this is OK... If you could take a look and please let me know your thoughts then I will proceed.
Thanks,
Rachel

Hi Janet!
I hope you had a great weekend!
As of now, I am responsible for the bills at 2753 NW 34th Street where Eliot (the late Simon Bernstein's son), Candice, Joshua, Jacob and Daniel live. This was a part of my job while working for Shirley and Simon. Now that they are both passed and am unemployed by them I have still kept responsibility out of my caring for them and the family. However, recently Eliot has taken great interest in wanting the responsibility and keeping track of his expenses. Attached is a spreadsheet he made of all the boys expenses which he is seeking reimbursement for. I feel that me being a middleman is kind of pointless as I am now working full time at another company. Of course if you or he needs anything I am always available to email or call to help answer any questions but I feel that I should put you in contact with Eliot and Candice for the future. Call me if you have any questions 561-275-8102.
Thanks so much!
Rachel

Eliot and Candice's contact information-
iviewit@gmail.com
tourcandy@gmail.com
561-245-8102 house
561-886-7627 cell

Pam, Lisa
Jeff, Chris
Tod & Jim

Borrow TIC/W

- Discuss Sizing of Issue
- Size Need Cost of Set Aside

-

TIC/W - Chris Prices 11/13/12

LP - 1,850,000 Term

225k	Cash
850k	Equities
700k	Bonds

Loan Amt - 1.9M

11/28

525k - Cash
600k - Equities
700k - Bonds



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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

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TS005476

J.P.Morgan

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

BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
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
Cash & Fixed Income	9
Portfolio Activity	16

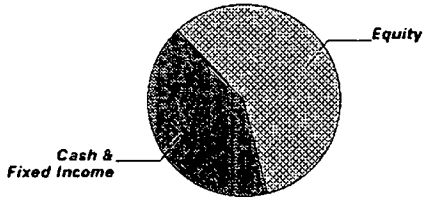
Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	1,075,544.48	1,068,162.73	(7,381.75)	42,014.96	58%
Cash & Fixed Income	807,289.79	795,441.31	(11,848.48)	39,772.61	42%
Market Value	**$1,882,834.27**	**$1,863,604.04**	**($19,230.23)**	**$81,787.57**	**100%**
Accruals	9,404.64	9,206.87	(197.77)		
Market Value with Accruals	**$1,892,238.91**	**$1,872,810.91**	**($19,428.00)**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**1,882,834.27**	**2,075,644.02**
Contributions	1,140.00	63,470.00
Withdrawals & Fees	(49,999.99)	(469,400.03)
Securities Transferred In		62,920.04
Securities Transferred Out		(64,020.00)
Net Contributions/Withdrawals	**($48,859.99)**	**($407,029.99)**
Income & Distributions	9,492.10	59,739.85
Change In Investment Value	20,137.66	135,250.16
Ending Market Value	**$1,863,604.04**	**$1,863,604.04**
Accruals	9,206.87	9,206.87
Market Value with Accruals	**$1,872,810.91**	**$1,872,810.91**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	5,016.91	29,807.20
Foreign Dividends		312.00
Currency Gain/Loss		(20.71)
Interest Income	2,261.05	19,122.34
Ordinary Income		74.65
Taxable Income	**$7,277.96**	**$49,295.48**
Tax-Exempt Income	690.89	5,796.87
Tax-Exempt Income	**$690.89**	**$5,796.87**
Partnership/Alt Asset Distributions	1,523.25	4,647.50
Other Income & Receipts	**$1,523.25**	**$4,647.50**

Cost Summary	Cost
Equity	685,778.43
Cash & Fixed Income	595,330.00
Total	**$1,281,108.43**

	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss		4,021.92
LT Realized Gain/Loss	605.40	47,208.13
Realized Gain/Loss	**$605.40**	**$51,230.05**

	To-Date Value
Unrealized Gain/Loss	**$570,917.92**

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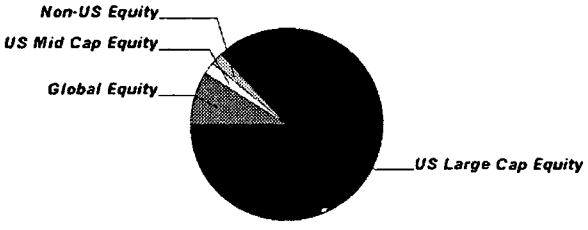
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Equity Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
US Large Cap Equity	943,767.98	936,205.23	(7,562.75)	51%
US Mid Cap Equity	18,320.00	17,088.00	(1,232.00)	1%
Non-US Equity	12,967.50	13,669.50	702.00	1%
Global Equity	100,489.00	101,200.00	711.00	5%
Total Value	**$1,075,544.48**	**$1,068,162.73**	**($7,381.75)**	**58%**

Market Value/Cost	Current Period Value
Market Value	1,068,162.73
Tax Cost	685,778.43
Unrealized Gain/Loss	382,384.30
Estimated Annual Income	42,014.96
Accrued Dividends	2,241.24
Yield	3.93%

Asset Categories



Equity as a percentage of your portfolio - 58 %

Equity Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
ABBOTT LABORATORIES 002824-10-0 ABT	65.54	350.000	22,939.00	16,158.00	6,781.00	714.00	3.11%
APPLE INC. 037833-10-0 AAPL	665.24	250.000	166,310.00	22,100.00	144,210.00	2,650.00	1.59%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
AT&T INC 00206R-10-2 T	36.64	750.000	27,480.00	18,000.00	9,480.00	1,320.00	4.80%
BERKSHIRE HATHAWAY INC DEL CL B 084670-70-2 BRK B	84.34	200.000	16,868.00	14,400.00	2,468.00		
BLACKSTONE GROUP LP 09253U-10-8 BX	13.49	1,000.000	13,490.00	13,530.00	(40.00)	400.00	2.97%
BRISTOL MYERS SQUIBB CO 110122-10-8 BMY	33.01	1,000.000	33,010.00	24,650.00	8,360.00	1,360.00	4.12%
CHEVRON CORP 166764-10-0 CVX	112.16	200.000	22,432.00	19,424.00	3,008.00	720.00 180.00	3.21%
COCA-COLA CO 191216-10-0 KO	37.40	500.000	18,700.00	16,237.50	2,462.50	510.00	2.73%
DOW CHEMICAL CO 260543-10-3 DOW	29.31	1,425.000	41,766.75	18,713.75	23,053.00	1,824.00	4.37%
DUKE ENERGY CORP NEW 26441C-20-4 DUK	64.78	916.000	59,338.48	41,675.50	17,662.98	2,802.96 700.74	4.72%
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND 27828N-10-2 ETY	9.34	1,500.000	14,010.00	12,474.60	1,535.40	1,518.00	10.84%
ELI LILLY & CO 532457-10-8 LLY	44.91	300.000	13,473.00	10,038.00	3,435.00	588.00 147.00	4.36%
EV ENERGY PARTNER LP 26926V-10-7 EVEP	62.77	750.000	47,077.50	18,487.00	28,590.50	2,295.00	4.87%
EXXON MOBIL CORP 30231G-10-2 XOM	87.30	250.000	21,825.00	15,500.00	6,325.00	570.00 142.50	2.61%
GENERAL DYNAMICS CORP 369550-10-8 GD	65.51	400.000	26,204.00	21,300.00	4,904.00	816.00	3.11%

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	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div	Yield
US Large Cap Equity							
GENERAL ELECTRIC CO 369604-10-3 GE	20.71	1,500.000	31,065.00	25,000.00	6,065.00	1,020.00	3.28%
GOOGLE INC CL A 38259P-50-8 GOOG	685.09	50.000	34,254.50	27,850.00	6,404.50		
JOHNSON & JOHNSON 478160-10-4 JNJ	67.43	400.000	26,972.00	23,400.00	3,572.00	976.00 244.00	3.62%
JOHNSON CONTROLS INC 478366-10-7 JCI	27.21	300.000	8,163.00	12,164.00	(4,001.00)	216.00	2.65%
KIMBERLY-CLARK CORP 494368-10-3 KMB	83.60	250.000	20,900.00	14,000.00	6,900.00	740.00	3.54%
KINDER MORGAN ENERGY PARTNERSHIP L P UNIT OF LIMITED PARTNERSHIP INT 494550-10-6 KMP	82.77	400.000	33,108.00	19,400.00	13,708.00	1,968.00	5.94%
KRAFT FOODS INC CLASS A 50075N-10-4 KFT	41.51	750.000	31,132.50	21,000.00	10,132.50	870.00	2.79%
MC DONALDS CORP 580135-10-1 MCD	89.49	500.000	44,745.00	30,634.00	14,111.00	1,400.00 350.00	3.13%
MERCK AND CO INC 58933Y-10-5 MRK	43.05	500.000	21,525.00	17,590.00	3,935.00	840.00	3.90%
PFIZER INC 717081-10-3 PFE	23.86	1,500.000	35,790.00	24,175.00	11,615.00	1,320.00 330.00	3.69%
PROCTER & GAMBLE CO 742718-10-9 PG	67.19	450.000	30,235.50	26,988.00	3,247.50	1,011.60	3.35%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
SECTOR SPDR TR SBI INT-FINL SEDOL 2364038 81369Y-60-5 XLF	15.16	3,000.000	45,480.00	30,529.20	14,950.80	744.00	1.64%
SOUTHERN CO 842587-10-7 SO				0.00		147.00	
VERIZON COMMUNICATIONS INC 92343V-10-4 VZ	42.94	650.000	27,911.00	17,565.93	10,345.07	1,300.00	4.66%
Total US Large Cap Equity			**$936,205.23**	**$572,984.48**	**$363,220.75**	**$30,493.56** **$2,241.24**	**3.26%**
US Mid Cap Equity							
ENERGY TRANSFER PARTNERS L P 29273R-10-9 ETP	42.72	400.000	17,088.00	17,364.00	(276.00)	1,430.00	8.37%
Non-US Equity							
BP PLC SPONS ADR 055622-10-4 BP	42.06	325.000	13,669.50	13,867.00	(197.50)	624.00	4.56%

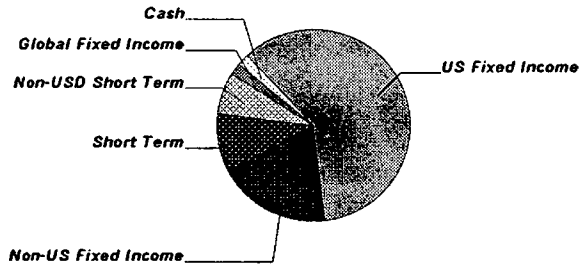
	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
Global Equity							
EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND 27828S-10-1 ETG	13.73	3,500.000	48,055.00	35,744.90	12,310.10	4,305.00	8.96%
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND 27829C-10-5 ETW	10.98	1,000.000	10,980.00	10,943.03	36.97	1,168.00	10.64%
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND 27829F-10-8 EXG	8.65	3,500.000	30,275.00	24,553.02	5,721.98	3,416.00	11.28%
ISHARES S&P GLOBAL TELECOMMUNICATION 464287-27-5 IXP	59.45	200.000	11,890.00	10,322.00	1,568.00	578.40	4.86%
Total Global Equity			**$101,200.00**	**$81,562.95**	**$19,637.05**	**$9,467.40**	**9.35%**

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	50.57	7,711.23	7,660.66	1%
Short Term	105,717.57	83,331.57	(22,386.00)	4%
Non-USD Short Term	61,906.38	63,645.51	1,739.13	3%
US Fixed Income	470,030.53	471,480.72	1,450.19	25%
Non-US Fixed Income	142,944.74	142,332.28	(612.46)	8%
Global Fixed Income	26,640.00	26,940.00	300.00	1%
Total Value	**$807,289.79**	**$795,441.31**	**($11,848.48)**	**42%**

Market Value/Cost	Current Period Value
Market Value	795,441.31
Tax Cost	595,330.00
Unrealized Gain/Loss	188,533.62
Estimated Annual Income	39,772.61
Accrued Interest	6,965.63
Yield	3.13%

Asset Categories



Cash & Fixed Income as a percentage of your portfolio - 42 %

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SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	501,742.97	64%
6-12 months[1]	52,103.68	6%
1-5 years[1]	88,712.66	11%
5-10 years[1]	136,683.09	17%
10+ years[1]	16,198.91	2%
Total Value	**$795,441.31**	**100%**

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	7,711.23	1%
Corporate Bonds	116,672.23	14%
International Bonds	297,674.74	39%
Mutual Funds	210,145.21	26%
Other	163,237.90	20%
Total Value	**$795,441.31**	**100%**

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

Note: **P** indicates position adjusted for Pending Trade Activity.
[1] This is the Annual Percentage Yield (APY) which is the rate earned if balances remain on deposit for a full year with compounding, there is no change in the interest rate and all interest is left in the account.

** 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	8,285.92	8,285.92	8,285.92		0.82	0.01% [1]
COST OF PENDING PURCHASES	1.00	(574.69)	(574.69)	(574.69)			
Total Cash			**$7,711.23**	**$7,711.23**	**$0.00**	**$0.82**	**0.01%**

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Short Term							
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003 244217-BK-0 A /A2	101.81	10,000.00	10,180.50	10,466.85	(286.35)	510.00 65.16	0.24%
UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003 91086Q-AK-4 BBB /BAA	102.06	24,000.00	24,494.16	24,993.13	(498.97)	1,530.00 191.23	0.90%
GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003 369604-AY-9 AA+ /AA3	101.86	23,000.00	23,428.26	23,368.11	60.15	1,150.00 95.81	0.52%
HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003 G4672Q-AA-2 A- /NR	102.25	9,000.00	9,202.50	N/A **	N/A	585.00 29.25	1.49%
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003 71645W-AG-6 NR /A3	106.84	15,000.00	16,026.15	17,289.97	(1,263.82)	1,368.75 224.31	0.92%
Total Short Term			**$83,331.57**	**$76,118.06**	**($1,988.99)**	**$5,143.75** **$605.76**	**0.78%**

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	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Non-USD Short Term							
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821 H33482-9A-2 AAA /AAA SEK	15.17	80,000.00	12,133.41	11,006.43	1,126.98	664.48 596.18	1.37%
TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510 H53465-9C-8 BBB /BAA EUR	128.62	12,000.00	15,434.57	15,959.56	(524.99)	1,039.91 627.91	1.68%
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076 666999-9A-7 AAA /AAA NOK	17.86	202,000.00	36,077.53	34,176.14	1,901.39	2,266.72 673.87	1.54%
Total Non-USD Short Term			**$63,645.51**	**$61,142.13**	**$2,503.38**	**$3,971.11** **$1,900.96**	**1.54%**
US Fixed Income							
EATON VANCE SR FLOATING RATE FUND 27828Q-10-5	16.45	2,000.00	32,900.00	17,960.00	14,940.00	2,064.00	6.27%
JPM STR INC OPP FD FUND 3844 4812A4-35-1	11.67	2,208.67	25,775.23	26,445.89	(670.66)	854.75 79.51	3.32%
P **WELLS FARGO FDS TR** INTRMDT TXFR A 949921-59-7	11.66	12,890.67	150,305.21	58,343.54	91,961.67	4,576.18 366.99	3.04%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
US Fixed Income							
P **AIM TAX EXEMPT FDS INC** INV VK HIYL MN Y 001419-65-4	10.07	4,248.55	42,782.93	36,646.19	6,136.74	2,493.90 207.70	5.83%
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 922907-40-7	11.22	2,860.51	32,094.97	29,719.78 **	N/A	1,247.18	3.89%
NUVEEN SELECT TAX FREE INCM SH BEN INT 67063C-10-6	14.76	1,250.00	18,450.00	16,054.74	2,395.26	787.50	4.27%
NUVEEN AMT-FREE MUNICIPAL INCOME FUND 670657-10-5	15.10	1,500.00	22,650.00	19,902.00	2,748.00	1,260.00	5.56%
EATON VANCE MUNICIPAL BOND FUND 27827X-10-1	13.87	2,500.00	34,675.00	25,000.00	9,675.00	1,915.00	5.52%
WESTERN ASSET MUN HIGH INCOME FUND 95766N-10-3	8.39	1,500.00	12,585.00	10,500.00	2,085.00	594.00	4.72%
JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008 24422E-QU-6 A /A2	104.73	15,000.00	15,708.75	15,394.28	314.47	735.00 353.20	0.27%
GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003 38141G-DQ-4 A- /A3	104.48	22,000.00	22,984.72	21,273.88	1,710.84	1,155.00 436.32	1.22%
VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008 92343V-AL-8 A- /A3	122.12	21,000.00	25,645.20	21,296.30	4,348.90	1,155.00 51.32	1.29%

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	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
US Fixed Income							
WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007 931142-CJ-0 AA /AA2	124.83	15,000.00	18,724.80	16,397.62	2,327.18	870.00 38.65	1.10%
GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 135087-UT-9 AAA /AAA	161.99	10,000.00	16,198.91	12,048.78	4,150.13	800.00 200.00	1.68%
Total US Fixed Income			**$471,480.72**	**$326,983.00**	**$142,122.53**	**$20,507.51** **$1,733.69**	**3.59%**
Non-US Fixed Income							
REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953 S69124-9Q-0 A /A3 ZAR	12.86	105,000.00	13,505.43	11,157.01	2,348.42	1,090.05 215.02	4.85%
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726 G62784-9B-4 AA+ /AAA NZD	86.94	42,000.00	36,513.76	23,764.68	12,749.08	2,024.56 768.86	2.73%
QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 748305-BG-3 AAA /AAA AUD	115.96	30,000.00	34,787.78	21,102.12	13,685.66	1,860.20 864.37	3.35%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Non-US Fixed Income							
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005 105756-BH-2 BBB /BAA	119.41	12,222.22	10,540.25	11,071.30	(531.05)	706.16 90.22	3.96%
TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8 871291-9B-8 NR /AAA GBP	196.13	12,000.00	23,536.11	19,131.52	4,404.59	953.00 460.95	0.66%
SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69 86721Z-9B-7 BBB /WR CAD	117.24	20,000.00	23,448.95	14,513.26	8,935.69	1,175.45 325.80	2.81%
Total Non-US Fixed Income			**$142,332.28**	**$100,739.89**	**$41,592.39**	**$7,809.42** **$2,725.22**	**2.84%**
Global Fixed Income							
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND 337319-10-7	17.96	1,500.00	26,940.00	22,635.69	4,304.31	2,340.00	8.69%

000169 0009 of 0014 NSP00MN6 Y1 NNNYNNNN

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Portfolio Activity Summary - U S Dollar

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**696.34**	--
INFLOWS		
Income	9,492.10	53,851.20
Contributions	1,140.00	63,470.00
Foreign Exchange - Inflows		5,814.00
Total Inflows	**$10,632.10**	**$123,135.20**
OUTFLOWS **		
Withdrawals	(49,999.99)	(469,400.03)
Total Outflows	**($49,999.99)**	**($469,400.03)**
TRADE ACTIVITY		
Settled Sales/Maturities/Redemptions	47,686.90	286,912.89
Settled Securities Purchased	(729.43)	(6,352.13)
Total Trade Activity	**$46,957.47**	**$280,560.76**
Ending Cash Balance	**$8,285.92**	--

Securities Transferred In/Out	Current Period Value	Year-To-Date Value*
Securities Transferred In		62,920.04
Securities Transferred Out		(64,020.00)

Cost Adjustments	Current Period Value	Year-To-Date Value*
Cost Adjustments		(6,420.13)
Total Cost Adjustments	**$0.00**	**($6,420.13)**

* Year to date information is calculated on a calendar year basis.
** Your account's standing instructions use a HIGH COST method for relieving assets from your position

Portfolio Activity Detail - U S Dollar

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit / Amount	Amount
Income					
8/1	Corporate Interest	GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003 (ID: 369604-AY-9)	23,000.000	0.025	575.00
8/1	Div Domest	BRISTOL MYERS SQUIBB CO @ 0.34 PER SHARE (ID: 110122-10-8)	1,000.000	0.34	340.00
8/1	Div Domest	AT&T INC @ 0.44 PER SHARE (ID: 00206R-10-2)	750.000	0.44	330.00
8/1	Div Domest	VERIZON COMMUNICATIONS INC @ 0.50 PER SHARE (ID: 92343V-10-4)	650.000	0.50	325.00
8/1	Tax-Exempt Income	NUVEEN SELECT TAX FREE INCM SH BEN INT @ 0.0525 PER SHARE (ID: 67063C-10-6)	1,250.000	0.053	65.63
8/1	Tax-Exempt Income	NUVEEN AMT-FREE MUNICIPAL INCOME FUND @ 0.07 PER SHARE (ID: 670657-10-5)	1,500.000	0.07	105.00
8/1	Div Domest	JPM STR INC OPP FD FUND 3844 @ 0.038 PER SHARE (ID: 4812A4-35-1)	2,201.475	0.038	83.66
8/1	Interest Income	DEPOSIT SWEEP INTEREST FOR JULY @ .01% RATE ON NET AVG COLLECTED BALANCE OF $2,687.22 AS OF 08/01/12			0.02
8/1	Tax-Exempt Income	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 @ 0.035 PER SHARE (ID: 922907-40-7)	2,860.514	0.037	105.02
8/2	Tax-Exempt Income	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y @ 0.049 PER SHARE AS OF 07/31/12 (ID: 001419-65-4)	4,227.927	0.049	206.15
8/2	Div Domest	WELLS FARGO FDS TR INTRMDT TXFR A @ 0.026 PER SHARE AS OF 07/31/12 (ID: 949921-59-7)	12,859.196	0.026	334.60

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000169 0010 of 0014 NSP0OMN6 Y1 NNNYNNNN

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
Income					
8/8	Accrued Int Recd	DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007 (ID: 2515A0-HQ-9)	22,000.000	0.017	381.03
8/10	Div Domest	GENERAL DYNAMICS CORP @ 0.51 PER SHARE (ID: 369550-10-8)	400.000	0.51	204.00
8/13	Foreign Interest	HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003 (ID: G4672Q-AA-2)	9,000.000	0.033	292.50
8/14	Partn'p/Oth Dist	KINDER MORGAN ENERGY PARTNERSHIP L P UNIT OF LIMITED PARTNERSHIP INT (ID: 494550-10-6)	400.000	1.23	492.00
8/14	Partn'p/Oth Dist	ENERGY TRANSFER PARTNERS L P (ID: 29273R-10-9)	400.000	0.894	357.50
8/14	Partn'p/Oth Dist	EV ENERGY PARTNER LP (ID: 26926V-10-7)	750.000	0.765	573.75
8/15	Div Domest	ABBOTT LABORATORIES @ 0.51 PER SHARE (ID: 002824-10-0)	700.000	0.51	357.00
8/15	Div Domest	PROCTER & GAMBLE CO @ 0.562 PER SHARE (ID: 742718-10-9)	450.000	0.562	252.90
8/15	Div Domest	PEOPLE'S UNITED FINANCIAL INC @ 0.16 PER SHARE (ID: 712704-10-5)	1,000.000	0.16	160.00
8/15	Corporate Interest	VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008 (ID: 92343V-AL-8)	21,000.000	0.028	577.50
8/15	Corporate Interest	WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007 (ID: 931142-CJ-0)	15,000.000	0.029	435.00
8/15	Div Domest	FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND @ 0.13 PER SHARE (ID: 337319-10-7)	1,500.000	0.13	195.00
8/16	Div Domest	APPLE INC. @ 2.65 PER SHARE (ID: 037833-10-0)	250.000	2.65	662.50
8/31	Partn'p/Oth Dist	BLACKSTONE GROUP LP (ID: 09253U-10-8)	1,000.000	0.10	100.00
8/31	Tax-Exempt Income	EATON VANCE MUNICIPAL BOND FUND @ 0.063835 PER SHARE (ID: 27827X-10-1)	2,500.000	0.064	159.59

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
Income					
8/31	Div Domest	EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND @ 0.253 PER SHARE (ID: 27828N-10-2)	1,500.000	0.253	379.50
8/31	Div Domest	EATON VANCE SR FLOATING RATE FUND @ 0.09 PER SHARE (ID: 27828Q-10-5)	2,000.000	0.09	180.00
8/31	Div Domest	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE (ID: 27828S-10-1)	3,500.000	0.103	358.75
8/31	Div Domest	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.244 PER SHARE (ID: 27829F-10-8)	3,500.000	0.244	854.00
8/31	Tax-Exempt Income	WESTERN ASSET MUN HIGH INCOME FUND @ 0.033 PER SHARE (ID: 95766N-10-3)	1,500.000	0.033	49.50
Total Income					**$9,492.10**

Settle Date	Type / Selection Method	Description	Quantity / Cost	Amount
Contributions				
8/10	Misc Credit	FED WIRE CREDIT VIA: COMERICA BANK/067012099 B/O: TELENET SYSTEMS INC BOCA RATON,FL 334337641 REF: CHASE NYC/CTR/BNF=BERNSTEIN FAMILY INVESTMENT LLLP BOCA RATON FL 33487-1387/AC-000000032326 RFB=O/B COMERICA BK BBI=/TIME/12:43 IMAD: 0810F6QC949C000019 TRN: 3003809223FF		1,140.00

000169 0011 of 0014 NSPOOMN6 Y1 NNNYNNNN

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Settle Date	Type / Selection Method	Description	Quantity / Cost	Amount
Miscellaneous Credits				
8/13	Stock Split	COCA-COLA CO 2 FOR 1 STOCK SPLIT. (ID: 191216-10-0)	250.000 0.00	

Settle Date	Type / Selection Method	Description	Quantity / Cost	Amount
Withdrawals				
8/3	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 AS REQUESTED		(50,000.00)
8/7	Interest Expense	OVERDRAFT REFUND FOR 03/12		0.01
Total Withdrawals				**($49,999.99)**

TRADE ACTIVITY

Note: **L** indicates Long Term Realized Gain/Loss

Trade Date / Settle Date	Type / Selection Method	Description	Quantity	Per Unit Amount	Proceeds	Tax Cost	Realized Gain/Loss
Settled Sales/Maturities/Redemptions							
8/7 8/7	Cash In Lieu	DUKE ENERGY CORP NEW CASH IN LIEU OF FRACTIONAL SHARES (ID: 26441C-20-4)			44.48		44.48 L
8/3 8/8	Sale High Cost	DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007 @ 100.65 JP MORGAN SECURITIES LLC (BIDL) (ID: 2515A0-HQ-9)	(22,000.000)	100.70	22,143.00	(22,324.50)	(181.50) L
8/3 8/8	Sale High Cost	PEOPLE'S UNITED FINANCIAL INC @ 11.51 11,510.00 BROKERAGE 100.00 TAX &/OR SEC .26 J.P. MORGAN SECURITIES LLC (ID: 712704-10-5)	(1,000.000)	11.41	11,409.74	(13,320.00)	(1,910.26) L

Trade Date / Settle Date	Type / Selection Method	Description	Quantity	Per Unit Amount	Proceeds	Tax Cost	Realized Gain/Loss	
Settled Sales/Maturities/Redemptions								
8/3 8/8	Sale High Cost	SOUTHERN CO @ 47.30 14,190.00 BROKERAGE 100.00 TAX &/OR SEC .32 J.P. MORGAN SECURITIES LLC (ID: 842587-10-7)	(300.000)	46.966	14,089.68	(11,437.00)	2,652.68	L
Total Settled Sales/Maturities/Redemptions					**$47,686.90**	**($47,081.50)**	**$605.40**	**L**

Trade Date / Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Settled Securities Purchased					
8/1 8/1	Purchase	JPM STR INC OPP FD FUND 3844 REINVESTED @ 11.62 PER SHARE (ID: 4812A4-35-1)	7.199	11.621	(83.66)
8/1 8/1	Purchase	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 INCOME DIVIDEND @ 0.035 PER SHAR REINVESTED J.P.MORGAN SECURITIES LLC AS AGENT (ID: 922907-40-7)	9.360	11.22	(105.02)
8/2 8/2	Purchase	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y INCOME DIVIDEND @ 0.049 PER SHAR REINVESTED @ $10.06 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 07/31/12 (ID: 001419-65-4)	20.492	10.06	(206.15)
8/2 8/2	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A INCOME DIVIDEND @ 0.026 PER SHAR REINVESTED @ $11.66 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 07/31/12 (ID: 949921-59-7)	28.696	11.66	(334.60)
Total Settled Securities Purchased					**($729.43)**

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Trade Date / Est. Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Pending Securities Purchased					
8/31 8/31	Purchase	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y (ID: 001419-65-4)	20.626	10.07	(207.70)
8/31 8/31	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A (ID: 949921-59-7)	31.474	11.66	(366.99)
Total Pending Securities Purchased					**($574.69)**

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.

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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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
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SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 26 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: Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

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

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

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

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

WILL OF

SIMON L. BERNSTEIN

Prepared by:

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

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]

Kimberly Moran
[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.

Bernstein, Estate of Simon **11187.006**
Creditors

TS005

dcm services

7601 Penn Ave S, Suite A600
Minneapolis, Minnesota 55423-5004

Telephone 612-243-8620
Fax 877-326-8784
Toll-Free 866-285-2387

Hours (CT): 7:00 am - 7:00 pm M - TH
7:00 am - 5:00 pm F

November 01, 2013

Our Client:	American Express Centurion Bank
Account No:	**********4006
Unpaid Balance:	$34200.47
Reference No:	9526369
Case No:	502012CP004391XXXXSB

Dear Sir or Madam:

Our company represents American Express Centurion Bank. This letter is in regard to the claim presented by American Express Centurion Bank against the Estate of SIMON BERNSTEIN. Our company has been asked to monitor the status of the claim and to seek payment from the Estate. We will assume you have received the claim and will be processing it as part of the Estate handling unless we hear otherwise. Be advised, as a family member or third party handling the affairs of the decedent, you are not personally responsible to pay this debt.

Our toll-free number is 1-866-285-2387. We would appreciate knowing when payment might be expected on this claim. We will work with you to resolve the balance.

Cordially,
DCM Services, LLC

IMPORTANT NOTICE

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

This company is a debt collector. This is an attempt to collect a debt from the assets of the Estate. Any information obtained will be used for that purpose. Calls may be monitored or recorded for quality assurance purposes.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION -Side 1 of 2-

Detach Lower Portion and Return with Payment

DCM SERVICES, LLC
7601 PENN AVE S, SUITE A600
MINNEAPOLIS, MN 55423-5004
ADDRESS SERVICE REQUESTED

Reference #: 9526369 Client ID: AMEX41
Unpaid Balance: $34200.47
Checks Payable to: DCM Services LLC

Amount Enclosed: $

November 01, 2013

96855 - 2546

The Estate of SIMON BERNSTEIN
Attn:ROBERT L SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

DCM Services/American Express
PO Box 1240
Minneapolis MN 55440-1240

002546

PAP-585-A-0

9526369 4006

96855-TS005538

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Total Postage & Fees $

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Street, or PO
City, St

Wells Fargo Bank
PO Box 660930
Dallas, TX 75266-0930

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American Pioneer Life Insurance
PO Box 13090
Pensacola, FL 32591-3090

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Chase Card Services
PO Box 15298
Wilmington, DE 19850

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Seni
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Wells Fargo Bank
PO Box 4233
Portland, OR 97208-4233

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Sent Agency For Health Care Administration
Stree c/o FL TPL Recovery Unit
or PC P.O. Box 12188
City, Tallahassee, FL 32317

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or PO Bo
City, Sta

CBIZ Goldstein Lewin
PO Box 953152
St. Louis, MO 63195-3152

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City, State, ZIP+4

American Express
PO Box 297812
Fort Lauderdale, FL 33329-7812

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PS Form 3800, August 2006 See Reverse for Instructions

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Street, Apt. No., or PO Box No.
City, State, ZIP+4

American Express
PO Box 297879
Fort Lauderdale, FL 33329-7879

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American Pioneer Life Ins. Company
PO Box 504518
St. Louis, MO 63150-4518

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Street, Apt. No., or PO Box No.
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American Express
PO Box 360001
Fort Lauderdale, FL 33336-0001

Bernstein Est - Ntc to Creditors

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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

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.*

PNNB19LA04147

AMERICAN PIONEER
LIFE INSURANCE COMPANY

PO BOX 13090
PENSACOLA
FL 32591-3090

QUESTIONS?

Call **800-999-2224** to speak with us.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Insured: SIMON L BERNSTEIN
Policy Number: 011032666
Date: 11/18/2012

YOUR PAYMENT IS DUE

We appreciate your business. Your prompt payment will keep your valuable coverage in force and available for you.

	Plan Description	Period Covered From To	Amount Due
11/01/12	Medicare Supplement	11/01/12 12/01/12	$268.00
		PLEASE PAY THIS AMOUNT	$268.00

DOC: 04147 Seq:04147 - 01/01

▼ **Detach Here - Return Bottom Portion with Payment** ▼

Insured: SIMON L BERNSTEIN
Policy Number: 011032666

cc AP dt 123112

Please make check payable to: AMERICAN PIONEER LIFE	Due Date	Amount Due	Amount Paid
	11/01/12	$268.00	

AMERICAN PIONEER LIFE
PO Box 504518
St. Louis, MO 63150-4518

☐ If you would like to change your payments to automatic withdrawal from your bank account or if your address or phone number has changed, please check the box and see the reverse.

AP011032666*1231120000268004

TS005542

Dept 11576
PO Box 1259
Oaks, PA 19456

west West Asset Management
7171 MERCY ROAD
OMAHA, NE 68106

IMPORTANT NOTICE

Statement Date:	01-03-2013
Account Number:	220224221
Creditor Account Number:	**********54006
Creditor(s):	AMERICAN EXPRESS
Service Date:	
Last Payment Date:	08-23-2012
Current Amount Due:	**$34,215.15**

11680-65

ROBERT L SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

#6920412

RE: AMERICAN EXPRESS

To the person with the authority to pay the decedent's debts from the assets of SIMON BERNSTEIN's estate:

Please accept our sincere condolences on the passing of SIMON BERNSTEIN.
WEST ASSET MANAGEMENT, INC. has been retained to handle this account. Please contact us so we can update our estate records with the appropriate information. The final balance owed by the estate is $34,215.15. Please ensure all credit cards, access checks, convenience checks and/or cash advance checks are destroyed.

If the account has credit life insurance, please contact our office and our representative will assist in filing a claim for payment from the appropriate insurance carrier.

If there is an estate, please forward the Notice of Administration form or the copy of the Notice to Creditors to our office for processing. (This form can be obtained from the probate court or attorney.)

Be advised, as a family member or third party handling the affairs of the decedent, you are not personally responsible to pay this debt.

It's easy for the estate to resolve this account.

The person with the authority to pay the decedent's debts from the assets of the decedent's estate may:

1. Call us at 800-878-1267 to further discuss this account or provide payment information over the phone. Our office hours are MONDAY - TUESDAY 7:00AM - 8:00PM, WEDNESDAY - FRIDAY 7:00AM - 5:00PM, SATURDAY 7:00AM - 11:00AM CST/CDT; or
2. Log on the internet at www.Easydebtpay.com or call toll free at 866-269-2879 to pay this final balance over the phone. Use a credit card, or a Visa/MasterCard backed debit card, or simply withdraw directly from a bank account; or
3. Enclose check or money order for payment in the provided envelope and mail the payment to the address provided.

Please contact our representatives at 800-878-1267 for additional assistance with this matter. We appreciate your cooperation at this difficult time.

Sincerely,

WEST ASSET MANAGEMENT, INC.

***Notice - See Reverse For Important Information**

PLEASE ENCLOSE THIS PORTION TO ENSURE PROPER CREDIT TO THE DECEDENT'S ACCOUNT

65 - 11680 - DCN1

ROBERT L SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Statement Date:	01-03-2013
The Estate of:	SIMON BERNSTEIN
Account Number:	220224221
Creditor(s):	AMERICAN EXPRESS
Account Balance:	**$34,215.15**

Please note the account number on the check or money order to ensure proper credit to the account

Amount Enclosed $_____

Make Payment To:

WEST ASSET MANAGEMENT, INC.
P.O. BOX 956842
ST. LOUIS, MO 63195

1 of 1

01 00000000220224221 1 00003421515 131223010000 ETS005543

Notice: Important Information
Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector. To ensure professional service and legal compliance, all incoming and outgoing telephone calls to West Asset Management are subject to recording and/or monitoring.

Federal and state laws prohibit certain methods of debt collection, and require that we treat you fairly. You can stop us from contacting you by writing a letter to us that tells us to stop the contact. Sending such a letter does not make the debt go away if you owe it. Once we receive your letter, we may not contact you again, except to let you know that there won't be any more contact or that we intend to take a specific action.

If you have a complaint about the way we are collecting this debt, please write to West Asset Management, Inc., PO Box 6158, Omaha, NE 68106; or call us toll-free at 1-888-520-3766 between 9:00 a.m. and 5:00 p.m. Eastern Time Monday - Friday.

The Federal Trade Commission enforces the Fair Debt Collection Practices Act (FDCPA). If you have a complaint about the way we are collecting your debt, please contact the FTC online at www.ftc.gov, by telephone at 1-877-FTC-HELP, or by mail at 600 Pennsylvania Avenue NW, Washington, D.C. 20580.

Correspondence Address:
West Asset Management, Inc., 7171 Mercy Road, Omaha, NE 68106. Please do not send payments to this address.

American Express
Travel Related Services Company, Inc.
Service Center at Ft. Lauderdale
PO Box 297812
Ft. Lauderdale, FL 33329-7812



2139L0S92L9A335 12

November 30, 2012

SIMON BERNSTEIN
ARBITRAGE INTL. MGMT
950 PNSULA CP CI3010
BOCA RATON FL 33487-1387

Account Number: XXXX-XXXXX9-91002

Dear Simon Bernstein:

We are writing regarding your inquiry about the charge(s) from ARONSON & ASSOCIATES INC on the above referenced account.

STEPS WE TOOK
We issued temporary credit(s) to your account in the amount(s) of:
$1,920.00

We issued the temporary credit(s) so you would not be responsible for the disputed amount during the investigation, and your use of the card would not be affected by this specific inquiry.

We contacted the merchant on your behalf and in order to be fair, gave them the opportunity to present additional information from their point of view.

We used the information you provided us, along with the information we obtained from the merchant, to try and resolve this matter to your satisfaction. Our goal was to resolve this issue fairly.

001 001 02139 037 00 L9A

E XXXXXXXXX991002 A0IND SINCC61 SGLAJ98 2109S N

OUTCOME
We have determined that the credit you requested is appropriate. Therefore, the previously issued temporary credit will become permanent.

We always make every effort to address your concerns. We did our best to represent your interests. If you have any further questions or concerns regarding the credit received or any other claim, please do not hesitate to call us.

Sincerely,

H. Figueroa

H. Figueroa
Supervisor, Customer Service

American Express
P.O. Box 297879
Ft. Lauderdale, FL 33329-7879

www.americanexpress.com

November 27, 2012

0585L0A27L2A33212

To the Estate of:
Simon L Bernstein
7020 Lions Head Lane
Boca Raton FL 33496-5931

Re: Account Ending 054006 Platinum Card~a

To Whom It May Concern:

We are very sorry to hear about the death of Simon L Bernstein and would like to take this opportunity to express our sympathy. We know this must be a difficult time for you and hope you will let us know if we may be of any assistance. Service is the cornerstone of the American Express® brand, and we have a long-standing reputation for providing assistance through difficult times.

We have cancelled the Cardmember's account(s) listed above. If you would like to maintain the relationship with American Express, please call us to discuss available options. If there is an outstanding balance on the account it will be indicated on the next billing statement. For assistance with resolving any outstanding balance, contact our Customer Care Team at 1-800-266-7064. A Customer Care Team representative can be reached Monday through Friday from 8:00 a.m. to 9:00 p.m., ET and Saturday 8:00 a.m. to 4:30 p.m., ET.

Sincerely,

Credit Services

001 001 00585 037 00 L2A

CBIZ Goldstein Lewin &
MHM Goldstein Lewin Division

PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Simon Bernstein
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date *10/31/2012*
Client No. *4001350.0*

Date	Description	Charge	Credit	Balance
	Balance Forward			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 October 31, 2012

Kimberly Moran

From: Rachel Walker [rachel3584@gmail.com]
Sent: Wednesday, December 05, 2012 3:22 PM
To: Kimberly Moran
Subject: Re: Estate of Simon Bernstein

American Express-
American Express
P.O.Box 360001
Fort Lauderdale, FL 33336-0001

Chase Card Svcs
PO Box 15298
Wilmington DE 19850

JP Morgan Palladium-
Never mailed anything we paid directly from his JP Morgan checking account online... their phone number is (877) 626-5995
I couldn't find a mailing address for them online

On Wed, Dec 5, 2012 at 3:16 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

No problem! Thank you!

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: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Wednesday, December 05, 2012 3:15 PM

To: Kimberly Moran
Subject: Re: Estate of Simon Bernstein

I can do that in a couple hours when I get home... sorry!

On Wed, Dec 5, 2012 at 3:12 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Thanks so much! Can you please give me the address for his credit cards?

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: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Wednesday, December 05, 2012 3:02 PM
To: Kimberly Moran
Subject: Re: Estate of Simon Bernstein

Hi Kimberly!
I made the following list of what I remember Si having... most I believe Robert already has and if I think of anything else out of the blue after this I will email you :)

I don't know any mortgages he had... I think Robert is aware of any if any
Banks-
JP Morgan
Wachovia
Sabadell (previously Lydian)
Legacy Bank of Florida

Bank Credit Cards-
American Express
JP Morgan Palladium card

Department Store Credit Cards-
Saks
Neiman Marcus (maybe?)
Macy's (maybe?)

No Gas Cards

FPL for the house and the condo

Propane USA is the company used for gas at Lions Head Lane house. I notified them and they have stopped coming to fill tanks, however, we need to let whoever buys the house know because the tanks are leased with Propane USA that are in the ground to the right of the driveway

Water is Palm Beach County Utility... I haven't talked with them but I have been paying the bill

I'm not sure which doctors we should notify since the 3 he saw most often were aware of what happened... though, no one has heard from any of them since nor the day Si was in the hospital for some reason

Same for any hospitals or clinics

He wasn't a signer on any lease that I know of

the rest I have no idea, I'm sure Robert already knows...

Let me know if there's anything else you need :)
Thanks,
Rachel

On Tue, Dec 4, 2012 at 3:53 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Hi Rachel:

We are going to need to send Notice to Creditors to any known creditors for Si's estate. That means any of the following:

Mortgage company

Banks and other financial institutions

Bank Credit cards

Department store credit cards

Gas company credit cards

Telephone company

Electric company

Gas company

Water company

Doctors

Hospitals

Clinics

Judgment creditors

Apartment leases

Automobile leases

Loan guaranties

Brokerage margin accounts

Can you please put together a list of any of these types of bills and I will send them Notice to Creditors? They need to be sent out by early next week.

If you have any questions at all, please do not hesitate to contact me or Robert.

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

Agreement, Cambridge and Bernstein, for themselves, their heirs, agents, employees, officers, directors, principals, representatives, related companies, affiliates, attorneys, successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharge Kleinhandler and Brauer, their heirs, employees, officers, directors, principals, agents, representatives, related companies, affiliates, attorneys, successors and assigns from any and all claims, and any and all causes of action, actions, suits, obligations, liabilities, damages, demands, costs, and expenses whatsoever, which Kleinhandler and Brauer ever had, now have, or which may hereafter accrue in their favor by reason of any matter, cause, or thing whatsoever from the beginning of the world to the day of this release arising from the Action including, but not by way of limitation, any claims brought in the Action, which could have been brought in the Action or which arise from or relate to the policy of life insurance and/or premium financing for such life insurance policy issued upon the life of Irwin Shapiro, which are the subject of the Action.

Cambridge Financing Company

By: _____
Its: _____

The Estate of Simon Bernstein

_____
By: Robert A. Spallina, Co-personal representative

_____
By: Donald R. Tescher, Co-Personal Representative

_____
William W. Brauer

_____
David Kleinhandler

by facsimile, electronic signatures, or such other similar signatures of any party to this Agreement and to any attachment or exhibit to this Agreement shall have the same force and effect as original signatures.

12. **Modification:** This Agreement cannot be modified orally or in any manner other than by agreement in writing signed by the party against whom enforcement is sought.

13. **Attorneys Fees In Enforcing Agreement:** In the event of any litigation to enforce or interpret this Agreement or any of the terms and/or conditions incorporated herein, the prevailing party to such litigation shall be entitled to recover its reasonable attorneys' fees and costs incurred by it through all trial and appellate levels of litigation from the non-prevailing party.

14. **No Admission of Liability.** Each of the Parties hereby acknowledges and agrees that entry into this Agreement is not intended to be and shall not be deemed an admission of liability or wrongdoing by any of the Parties.

15. **Confidentiality.** The Parties hereto understand and agree that the terms of this Agreement shall be kept confidential and that, absent court order directing disclosure, they will not reveal or cause to be revealed any of these terms to any third party other than their attorneys, immediate family members, accountants and tax professionals or as may be required by law. The Parties and their respective attorneys agree that they will not in any way publicize or cause to be publicized in any news or communications media, including but not limited to, newspapers, magazines, journals, radio or television, the terms and conditions of this Agreement. The Parties further agree not to make any disparaging or derogatory remarks about the other Party to any third parties.

Signed and agreed to as of the date first written above.

_____
By: Irwin Shapiro
Date: October __, 2012

The Estate of Simon Bernstein

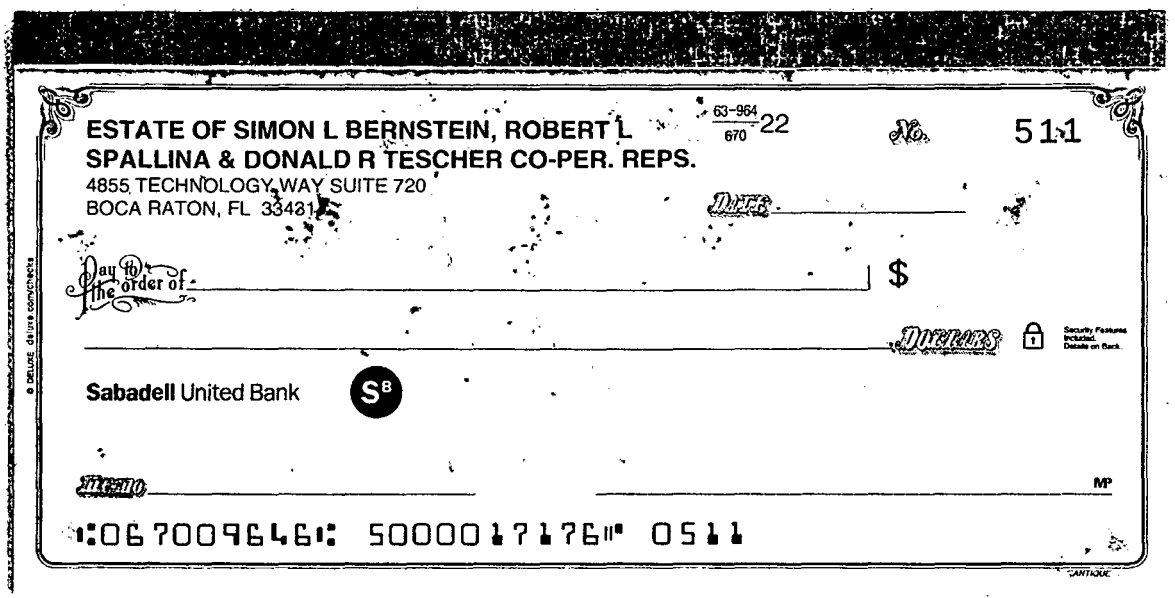
_____
By: Robert L. Spallina, Co-Personal Representative

_____
By: Donald R. Tescher, Co-Personal Representative
Date: October 10, 2012

Cambridge Financing Company

_____
By:_____
Its:_____
Date: October __, 2012

TS005555



ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964 / 670 22

No. 511

DATE

Pay to the order of $

DOLLARS

Security Features Included. Details on Back.

Sabadell United Bank

MEMO

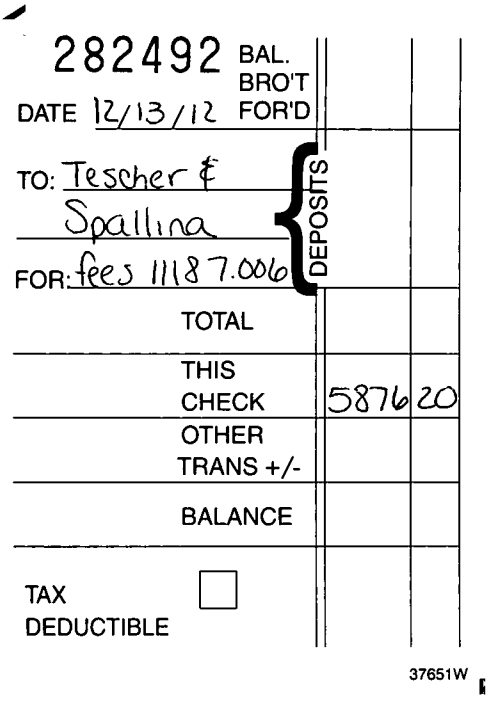
MP

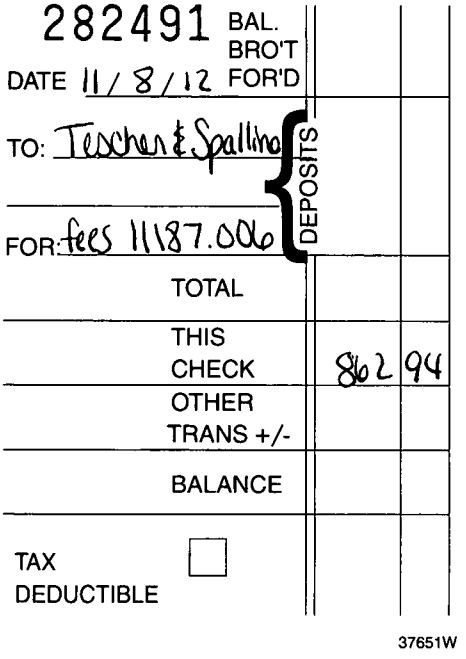
⑆067009646⑆ 500001717611 0511

TS005556

DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or Phone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (–)	✓	FEE	DEPOSIT, CREDIT (+)	$
501	2/15	Tescher & Spallina	$23,226 27			$	
502	2/27	Mark Manceri P.A. Trust Acct	5000 00				
503	5/30	A. Matteini & Co., LLC jewelry appraisal	237 50				
504	6/10	Mark A. Manceri PA inv dtd May 31 2013	3797 50				
505	6/24	Tescher & Spallina PA	20,000 00				
506	6/26	Tescher & Spallina P.A.	301 73				
507	9/17	Mark R Manceri PA Aug 30 2013 invoice	1448 00				
508	11/26	Mark R. Manceri PA Oct 31 2013 inv	1053 00				
509	12/24	Mark R. Manceri PA Nov 29 invoice	2446 00				
510	12/26	Tescher & Spallina PA	8,800 00				


282492
BAL. BRO'T FOR'D
DATE 12/13/12
TO: Tescher &
Spallina
FOR: fees 11187.006
DEPOSITS
TOTAL
THIS CHECK
5876 20
OTHER TRANS +/-
BALANCE
TAX DEDUCTIBLE
37651W


282491
BAL. BRO'T FOR'D
DATE 11/8/12
TO: Teschen & Spalling
FOR: fees 11187.006
DEPOSITS
TOTAL
THIS CHECK
862 94
OTHER TRANS +/-
BALANCE
TAX DEDUCTIBLE
37651W

Depositor's Receipt

Sabadell

TR:19 21-175 09/25/13 12:17 PM
XXXXXX7176 Ck Deposit $7,685.00
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

Depositor's Receipt

Sabadell

TR:132 50-5 11/02/12 06:00 PM
XXXXXX7176 Ck Deposit $206.63
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

282493 BAL. BRO'T

DATE / /

FOR'D

TO: _____

DEPOSITS

_____

FOR: _____

TOTAL

THIS CHECK

OTHER TRANS +/-

BALANCE

TAX DEDUCTIBLE ☐

37651W

THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING.

No. 282493

NAME _____

ACCOUNT NO. _____

DATE _____ 63-964 / 670

AMOUNT

$

PAY TO THE ORDER OF _____

_____ DOLLARS

Security Features Included. Details on back.

Sabadell United Bank

FOR _____

_____ MP

AUTHORIZED SIGNATURE

⑈282493⑈ ⑆067009646⑆ 50000171 76⑈

TS005562

282494 BAL. BRO'T

DATE / /

FOR'D

TO: _____

DEPOSITS

_____

FOR: _____

TOTAL

THIS CHECK

OTHER TRANS +/-

BALANCE

TAX DEDUCTIBLE ☐

37651W

THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING.

No. 282494

NAME _____

ACCOUNT NO. _____

DATE _____ 63-964 / 670

AMOUNT

PAY TO THE ORDER OF _____ $

_____ DOLLARS

Security Features Included. Details on back.

Sabadell United Bank SB

FOR _____

_____ MP

AUTHORIZED SIGNATURE

⑈282494⑈ ⑆067009646⑆ 500001717 6⑈

TS005563

Depositor's Receipt

Sabadell

TR:50 50-2 01/18/13 05:32 PM
XXXXXX5770 Ck Deposit $7,896.70
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22



Reorder Checks Now
deluxe.com/checks

Sabadell United Bank

It's as easy as 1-2-3

1. Check if the information on this reorder form is correct.
2. Reorder - Choose Your Method
   deluxe.com/checks 877-838-5287
3. Have account information ready and place your order.

⑈067009646⑈ 500001717б⑈ 0551

Depositor's Receipt

Sabadell

TR:94 50-3 02/15/13 05:37 PM
XXXXXX7176 Ck Deposit $4,360.00
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

Signature Verification

Sabadell United Bank

Date: 10/12/12

Temporary Check No.(s) / Range:	Total #:

Account Name:

Account Number:

X

Customer Signature:

Verified By:	Fee:	Approving Initials:

SForm #98 Rev. 3/10

Depositor's Receipt

Sabadell

TR:54 50-2 01/18/13 05:35 PM
XXXXXX7176 Ck Deposit $50,800.08
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

UNITED STATES LIFE INSURANCE CO IN THE CITY OF NEW YORK

DATE	CHECK NO	SYSTEM
01/11/2013	0005137711	CPRUS

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431

EXPLANATION	AMOUNT
111907UI00 CLAIM NUMBER: 12D01236USL CLAIM PROCEEDS----------	50,800.08
5136002	

INSURED	POLICY NUMBER	CHECK AMOUNT
BERNSTEIN, SIMON	UD000166N	50,800.08

Depositor's Receipt

Sabadell

TR:131 50-3 01/25/13 05:48 PM
XXXXXX7176 Ck Deposit $369.25
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

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

Sabadell

FOR MODERN TIMES, A CLASSIC BANK™

Statement of Account

Last statement: December 05, 2013
This statement: January 03, 2014
Total days in statement period: 29

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$29,269.44

Non Personal Int Checking

Account number
500-001717-6

2 Enclosures

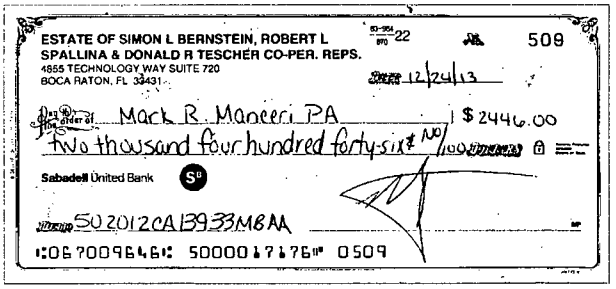
Beginning balance	$10,512.51		
Interest paid year to date	$2.93		
Total additions	$30,002.93	Total subtractions	$-11,246.00

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
509	01-03	2,446.00	510	12-27	8,800.00

Date	*Description*	*Additions*	*Subtractions*
12-18	#Deposit	30,000.00	
01-03	#Interest	2.93	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
12-05	10,512.51	12-27	31,712.51		
12-18	40,512.51	01-03	29,269.44		


ESTATE OF SIMON L BERNSTEIN, ROBERT L
SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

22 509

DATE 12/24/13

Pay to the order of Mack R. Maneeri PA $ 2446.00

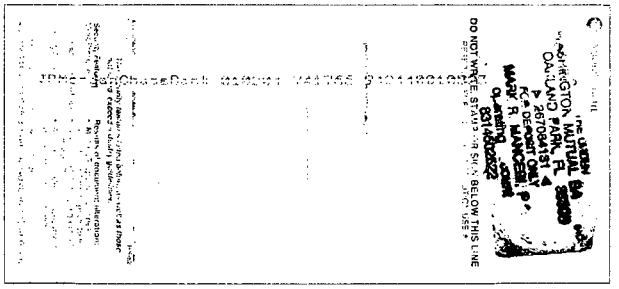
two thousand four hundred forty-six & NO/100 DOLLARS

Sabadell United Bank

MEMO 502012CA139330MBAM

⑆067009646⑆ 500001717611 0509

Ck #: 509 - 01/03/2014 - Amt: $2,446.00


ENDORSE HERE

PAY TO THE ORDER OF
WASHINGTON MUTUAL BANK
OAKLAND PARK, FL

⑆267084131⑆

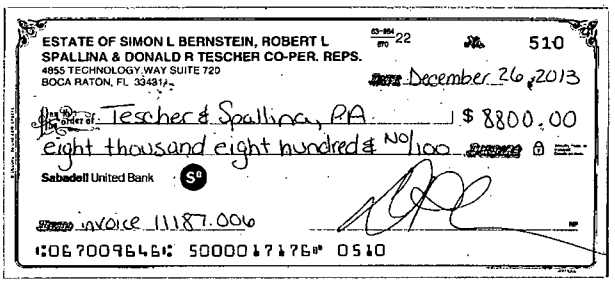
FOR DEPOSIT ONLY

MACK R. MANEERI, P.A.

831102822

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Ck #: 509 - 01/03/2014 - Amt: $2,446.00


ESTATE OF SIMON L BERNSTEIN, ROBERT L
SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

22 510

DATE December 26, 2013

Pay to the order of Tescher & Spallina, PA $ 8800.00

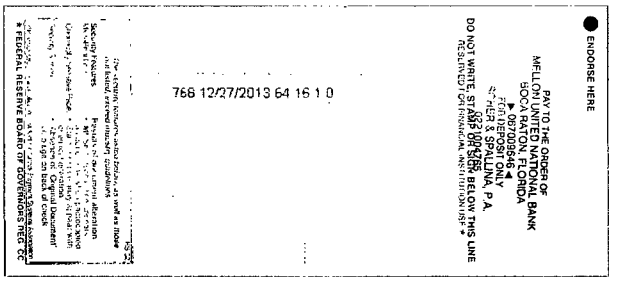
eight thousand eight hundred & NO/100 DOLLARS

Sabadell United Bank

MEMO invoice 11187.006

⑆067009646⑆ 500001717611 0510

Ck #: 510 - 12/27/2013 - Amt: $8,800.00


768 12/27/2013 64 16 1 0

ENDORSE HERE

PAY TO THE ORDER OF
MELLON UNITED NATIONAL BANK
BOCA RATON, FLORIDA

⑆067009646⑆

FOR DEPOSIT ONLY

TESCHER & SPALLINA, P.A.

⑆832100285⑆

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Ck #: 510 - 12/27/2013 - Amt: $8,800.00

Sabadell

FOR MODERN TIMES, A CLASSIC BANK.™

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance.			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank©, N.A.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write the SABADELL UNITED BANK, N. A. office which has its telephone number and address printed on the front of this statement as soon as you can. If you think your statement or receipt is wrong or 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 the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

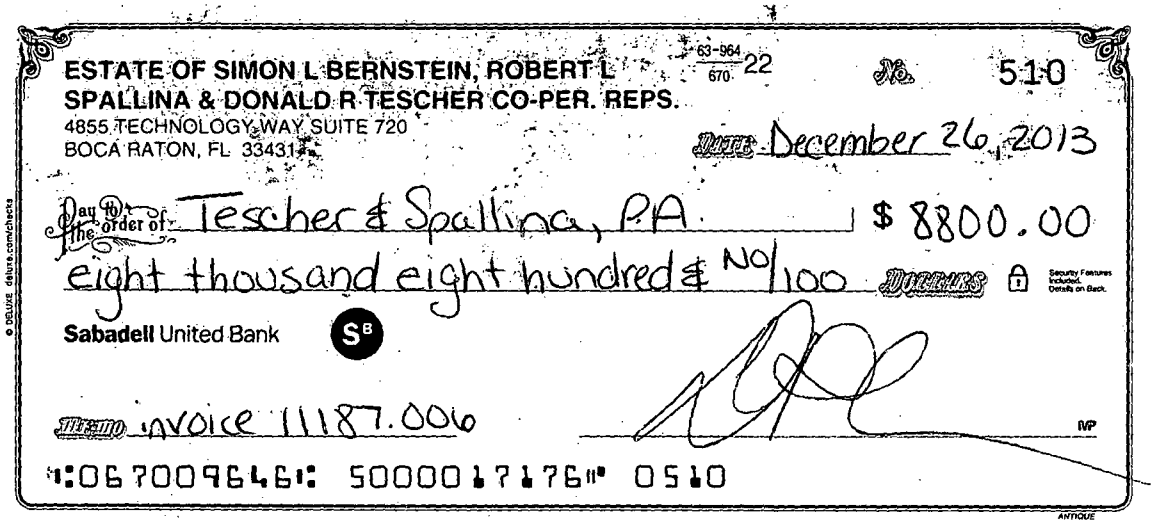
(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

NOTICE TO CONSUMERS:

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.



ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22

No. 510

Date December 26, 2013

Pay to the order of Tescher & Spallina, PA $ 8800.00

eight thousand eight hundred & No/100 Dollars

Security Features Included. Details on Back.

Sabadell United Bank

Memo invoice 11187.006

IVP

⑆067009646⑆ 500001717⑈ 0510

ANTIQUE

© DELUXE deluxe.com/checks

Sabadell

FOR MODERN TIMES, A CLASSIC BANK™

Balance Your Account

This form is provided to help you balance your checking account statement.

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See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement. because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank®, N.A.

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(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

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We suggest you retain this statement for your records.

ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22

No. 506

Date 6/26/13

Pay to the order of Tescher & Spallina, P.A. $301.73

three hundred one & 73/100

Security Features Included. Details on Back.

Sabadell United Bank

Memo Bernstein 11187.006

⑆067009646⑆ 500001 7 176⑈ 0506

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ESTATE OF SIMON L BERNSTEIN, ROBERT L
SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22

No. 505

Date 6/24/13

Pay to the order of Tescher & Spallina PA. $ 20,000.00

twenty thousand & NO/100 Dollars

Security Features Included Details on Back.

Sabadell United Bank

Memo Bernstein Est 11187.006

MP

⑈067009646⑈ 50000171761⑈ 0505

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ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22

No. 504

DATE 6/10/13

Pay to the order of Mark R. Manceri, P.A. $3797.50

three thousand ninety seven & 50/100 DOLLARS

Security Features Included. Details on Back.

Sabadell United Bank

MEMO Case No. 502012CA13933MBAA

⑆067009646⑆ 500001717611 0504

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ANTIQUE

Mark R. Manceri, P.A.
ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

May 31, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: STANSBURY v. BERNSTEIN, ET.AL.
CASE NO.: 502012CA13933 MB AA

CURRENT CHARGES:

		Hours	*Amount*
05/09/2013	Receipt and review e-mail from Robert Spallina.	0.10	39.50
05/10/2013	Receipt and review e-mail from Robert Spallina with Orders.	0.20	79.00
05/13/2013	Receipt and review e-mails from Alan Rose, Esq.; receipt and review e-mails from Donal Tescher, Esq.; receipt and review Bernstein Trust Motion to Dismiss; prepare correspondence to Donald Tescher, Esq.; receipt and review correspondence from Robert Spallina, Esq.	0.70	276.50
05/14/2013	Receipt and review Clint Bernstein pleadings from Robert Spallina, Esq.	0.80	316.00
05/15/2013	Instructions to Legal Assistant; receipt and review Bernstein, et.al. Motion for Extension of Time; prepare correspondence to Donald Tescher, Esq.	0.20	79.00
05/17/2013	Receipt and review correspondence from Peter Feaman, Esq.; receipt and review Memo from Legal Assistant; receipt and review e-mails from Alan Rose, Esq.; receipt and review e-mails from Peter Feaman, Esq.; receipt and review e-mail from Christine Yates, Esq.; telephone conference call with Robert Spallina, Esq. and Christine Yates, Esq.; review file; receipt and review Notice of Non-Party Production; prepare correspondence to Donald	1.80	711.00

		Hours	*Amount*
	Tescher, Esq.		
05/20/2013	Receipt and review e-mail from Kimberly Moran at Tescher & Spallina.	0.20	79.00
05/22/2013	Receipt and review Request for Notices and Copies from Peter Feaman, Esq.	0.10	39.50
05/23/2013	Receipt and review e-mails from Peter Feaman, Esq.; prepare e-mail to Peter Feaman, Esq.; receipt and review Amended Notice of Production from Non-Party; review file.	0.40	158.00
05/28/2013	Prepare correspondence to Donald Tescher, Esq.; receipt and review correspondence from Alan Rose, Esq.	0.20	79.00
05/29/2013	Prepare correspondence to Donald Tescher, Esq.	0.10	39.50
05/31/2013	Receipt and review Defendants Supplemental Response to Request to Produce; receipt and review Defendants First Request to Produce; receipt and review e-mails from Alan Rose, Esq. with Production; prepare correspondence to Donald Tescher, Esq.	0.60	237.00
	ATTORNEY'S FEES AT $395.00 PER HOUR:	***5.40***	***$2,133.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		163.00
	Postage		11.00
	TOTAL ADVANCED CLIENT COSTS:		***$174.00***
	TOTAL CURRENT CHARGES:		***$2,307.00***
	PREVIOUS BALANCE		***$1,490.50***
	TOTAL NOW DUE		***$3,797.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Sabadell

FOR MODERN TIMES, A CLASSIC BANK

Statement of Account

Last statement: May 03, 2013
This statement: June 05, 2013
Total days in statement period: 33

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L.BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$29,180.22

Non Personal Int Checking

Account number
500-001717-6

1 Enclosure

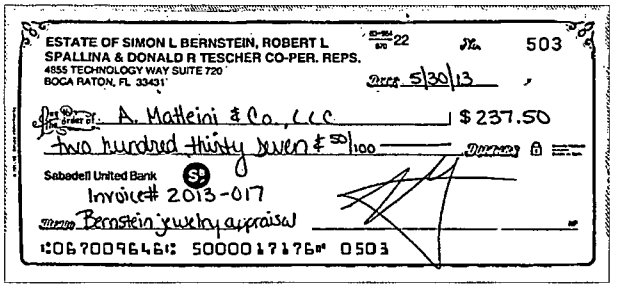
Beginning balance	$29,413.73		
Interest paid year to date	$29.21		
Total additions	$3.99	Total subtractions	$-237.50

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
503	06-05	237.50			

Date	*Description*	*Additions*	*Subtractions*
06-05	#Interest	3.99	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
05-03	29,413.73	06-05	29,180.22		


ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

Date 5/30/13

Pay to the order of: A. Matteini & Co., LLC — $237.50

Two hundred thirty seven & 50/100 — Dollars

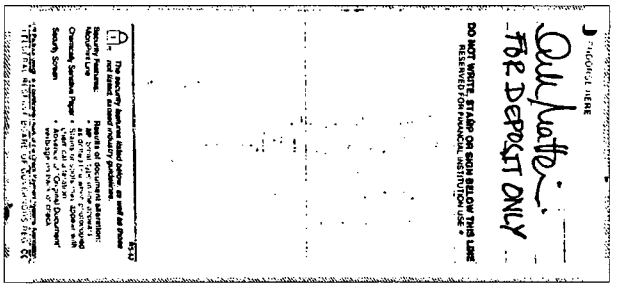
Sabadell United Bank

Invoice# 2013-017

Memo Bernstein jewelry appraisal

:067009646: 500001717&" 0503

Ck #: 503 - 06/05/2013 - Amt: $237.50


FOR DEPOSIT ONLY

DO NOT WRITE, STAPLE OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Ck #: 503 - 06/05/2013 - Amt: $237.50

Sabadell

FOR MODERN TIMES, A CLASSIC BANK™

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

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Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

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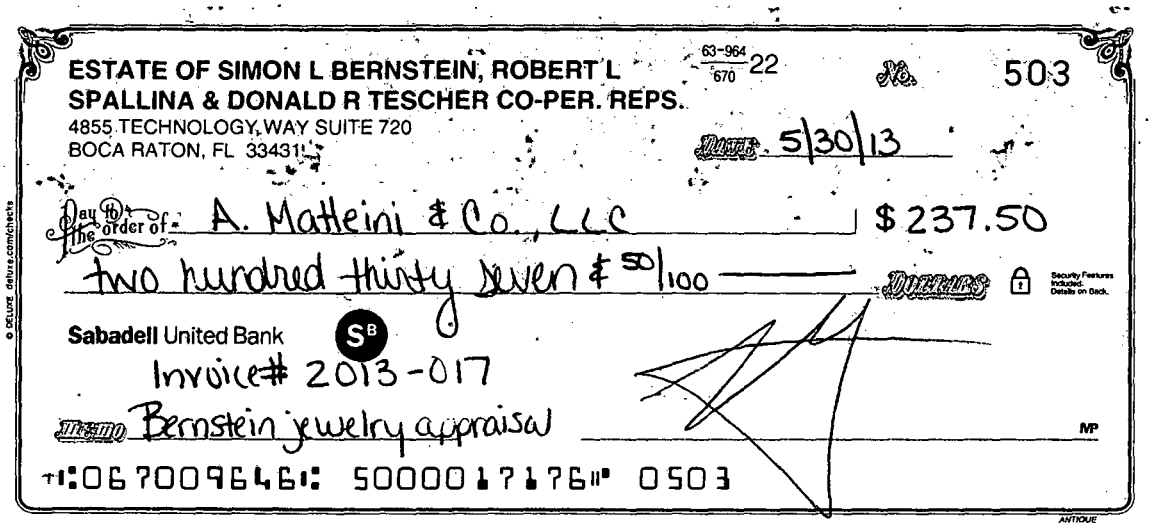
(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

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We suggest you retain this statement for your records.



ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22

No. 503

Date 5/30/13

Pay To The Order Of A. Matteini & Co., LLC $237.50

two hundred thirty seven & 50/100

Sabadell United Bank

Invoice# 2013-017

Memo Bernstein jewelry appraisal

⑆067009646⑆ 50000171761" 0503

A. Matteini & Co. LLC
Post Office Box 430074
South Miami, FL 33243

Invoice No. 2013-017

INVOICE

Customer

Name	The Estate of Simon Bernstein C/O Tescher & Spallina		
Address	4855 Technology Way, Ste 720		
City	Boca Raton	State FL	ZIP 33431
Phone			

Misc

Date	5/28/2013
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1.5	On-site inspection, appraisal of jewelry at Tescher & Spallina 5/14/13	$125.00	$187.50
2	Research and report preparation	$125.00	$250.00

SubTotal	
Shipping	
Tax Rate(s)	
TOTAL DUE	$237.50

Credit Card Info

Name on Card _____
Card Number _____
Expiration Date _____
CVV _____
Billing ZIP Code _____

Office Use Only

Sabadell

FOR MODERN TIMES, A CLASSIC BANK™

Statement of Account

Last statement: April 05, 2013
This statement: May 03, 2013
Total days in statement period: 28

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

0

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$29,413.73

Non Personal Int Checking

Account number
500-001717-6

Beginning balance	$29,408.81		
Interest paid year to date	$25.22		
Total additions	$4.92	Total subtractions	$-0.00

Date	*Description*	*Additions*	*Subtractions*
05-03	#Interest	4.92	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
04-05	29,408.81	05-03	29,413.73		

Sabadell

FOR MODERN TIMES. A CLASSIC BANK™

Statement of Account

Last statement: March 05, 2013
This statement: April 05, 2013
Total days in statement period: 31

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

0

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$29,408.81

Non Personal Int Checking

Account number
500-001717-6

Beginning balance	$29,402.57		
Interest paid year to date	$20.30		
Total additions	$6.24	Total subtractions	$-0.00

Date	*Description*	*Additions*	*Subtractions*
04-05	#Interest	6.24	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
03-05	29,402.57	04-05	29,408.81		

TS005620

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

February 14, 2013 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ

4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
FOR ORDINARY LEGAL SERVICES AND EXTRAORDINARY LEGAL SERVICES RENDERED in connection with the administration of the Estate of Simon Bernstein related to the 1995 insurance trust including telephone calls with the claims department and legal department regarding the status of the payment of the proceeds and requirements to do same; numerous telephone calls, conferences and email correspondence with all children and Christine Yates regarding options for payment of the proceeds and need for family to work together regarding same; email correspondence and telephone calls with Christine Yates regarding document request regarding representation of Eliot Bernstein and children; prepare package for Christine Yates and send same; telephone calls with Ted Bernstein and Jon Swergold regarding status of Stansbury matters; review related documents including Motion to Dismiss and Order; email correspondence and telephone calls with Peter Feaman regarding substitution of estate in litigation matter and hearing regarding same; discuss with Swergold and email correspondence with family regarding same; telephone calls with Ted and Chris Prindle regarding additional funding for Shirley Trust; email correspondence and telephone calls with Lions Head homeowners association, attorney and club regarding back fees and dues; telephone call and email correspondence with Ted regarding same; review claims filed against the estate and prepare objection to Stansbury claim; telephone calls and email correspondence with Christine Yates regarding promissory note and mortgage on Eliot's home and need to substantiate same; email correspondence with title attorney regarding need for HUD and wire transfer documents;	23,100.00

		Amount
	telephone calls and email correspondence with Chris Prindle and Evan Farrell regarding June 2008 statements proving that funds to purchase home came from Si Bernstein and not the grandchildren's 2006 trusts; send statements, HUD and wires to Christine Yates in resolution of issue.	
	For professional services rendered	$23,100.00
	Additional charges:	
12/21/2012	Teleconference Services	35.67
1/22/2013	Federal Express	15.12
12/24/2013	Federal Express	75.48
	Total costs	$126.27
	Total amount of this bill	$23,226.27
	Previous balance	$5,876.20
12/14/2012	Payment - Thank You, Check No. 282492	($5,876.20)
	Total payments and adjustments	($5,876.20)
	Balance due	$23,226.27

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.

Sabadell United Bank

DEPOSIT SLIP

ACCOUNT NUMBER *00000171 76

CURRENCY & COIN — DOLLARS — CENTS

Form 46 Rev. (03/10)

DATE 2/15/13

SIGN HERE ONLY IF CASH RECEIVED FROM DEPOSIT

CHECKS 360 00
4000 00

NAME Estate of Simon Bernstein

ADDRESS

ZIP

Subtotal

Less Cash Received

TOTAL $ 4360.00

⑆576806000⑆

United States Treasury 15-51/000 P 466,646,263

Check No.

11 19 12 88 SAN FRANCISCO, CA 3158 41489081
3158 41489081 20091800 I30 OBERN AUSTIN TAX REFUND

Pay to the order of
ROBERT L SPALLIND PER REP
SIMON BERNSTEIN DECD
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

12/11
81

$****360*00

VOID AFTER ONE YEAR

REGIONAL DISBURSING OFFICER 002

⑈3158⑈ ⑆000000518⑆ 41489081⑈ 041112

ORIGINAL DOCUMENT CONTAINS A VOID PANTOGRAPH WHICH WILL BE REVEALED IF PHOTOCOPIED

Monarch Life Insurance Company, in Rehabilitation
330 Whitney Avenue, Suite 500
Holyoke, MA 01040-2857

52-153/112

Bank of America

VOID AFTER SIX MONTHS

CLAIM NUMBER	POLICY NUMBER	CHECK DATE	CHECK NUMBER	AMOUNT
C59322	0100404	10/10/2012	12407368	$4,000.00

PAY THE SUM OF

Four Thousand And NO/100 Dollars

Checks over $10,000 require one countersignature.
Checks over $50,000 require two countersignatures.

PAY TO
ESTATE OF SIMON L BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

Authorized Signature

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

⑈12407368⑈ ⑆011201539⑆ 00008005746⑈

Sabadell

FOR MODERN TIMES, A CLASSIC BANK®

Statement of Account

Last statement: January 04, 2013
This statement: February 05, 2013
Total days in statement period: 32

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

0

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$53,261.23

Non Personal Int Checking

Account number
500-001717-6

Beginning balance	$2,086.20		
Interest paid year to date	$6.45		
Total additions	$51,175.03	Total subtractions	$-0.00

Date	*Description*	*Additions*	*Subtractions*
01-18	#Deposit	50,800.08	
01-25	#Deposit	369.25	
02-05	#Interest	5.70	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
01-04	2,086.20	01-25	53,255.53		
01-18	52,886.28	02-05	53,261.23		

THIS DOCUMENT IS PROTECTED BY A MICRO PRINT SIGNATURE LINE, FLUORESCENT PAPER FIBERS, A WATERMARKED BACKER AND IS REACTIVE TO CHEMICAL ALTERATION

LEGACY BANK of Florida

CASHIER'S CHECK

No. 009107

2300 Glades Road Ste. 140 West
Boca Raton, FL 33431

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

UNITED STATES LIFE INSURANCE CO IN THE CITY OF NEW YORK

DATE 01/11/2013 | CHECK NO 0005137711 | SYSTEM CPRUS

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431

EXPLANATION	AMOUNT
111907UI00 CLAIM NUMBER: 12D01236USL CLAIM PROCEEDS----------	50,800.08

Please deposit
to Estate of Simon
Bernstein
Acct#500-001717-
6

5136002

INSURED	POLICY NUMBER	CHECK AMOUNT
BERNSTEIN, SIMON	UD000166N	50,800.08

THIS DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER. THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX.

UNITED STATES LIFE INSURANCE CO IN THE CITY OF NEW YORK
HOUSTON TX

	POLICY/AGENT NO	INSURED
NY103	UD000166N	BERNSTEIN, SIMON

51-44/119
Check No: 0005137711
Check Date: 01/11/2013

PAY FIFTY THOUSAND EIGHT HUNDRED DOLLARS AND 08 CENTS

$***50,800.08
VOID AFTER 120 DAYS

TO THE ORDER OF
ESTATE OF SIMON L
BERNSTEIN, ROBERT SPALLINA AND
DONALD R TESCHER, PER REPS
BOCA RATON FL 33431

BANK OF AMERICA
HARTFORD CT

Mary Jane Sartin
AUTHORIZED SIGNATURE

⑈0005137711⑈ ⑆011900445⑆ 62838⑈

TS005626

Sabadell

Statement of Account

Last statement: December 05, 2012
This statement: January 04, 2013
Total days in statement period: 30

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$2,086.20

Non Personal Int Checking

Account number
500-001717-6

1 Enclosure

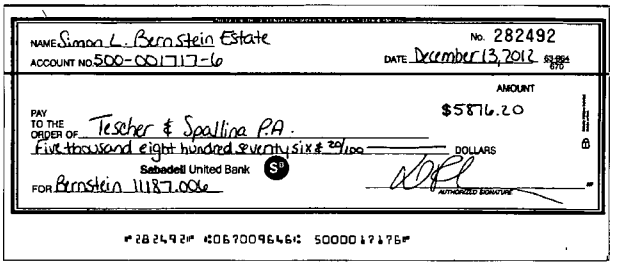
Beginning balance	$7,961.65		
Interest paid year to date	$0.75		
Total additions	$0.75	Total subtractions	$-5,876.20

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
282492	12-14	5,876.20			

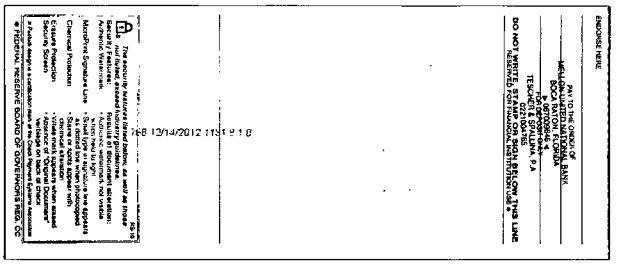
Date	*Description*	*Additions*	*Subtractions*
01-04	#Interest	.75	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
12-05	7,961.65	12-14	2,085.45	01-04	2,086.20


NAME Simon L. Bernstein Estate
ACCOUNT NO 500-001717-6
No. 282492
DATE December 13, 2012
AMOUNT
$5876.20
PAY TO THE ORDER OF Tescher & Spallina P.A.
Five thousand eight hundred seventy six & 20/100 DOLLARS
Sabadell United Bank
FOR Bernstein 11187.006
AUTHORIZED SIGNATURE
⑈282492⑈ ⑆067009646⑆ 50000172175⑈

Ck #: 282492 - 12/14/2012 - Amt: $5,876.20


ENDORSE HERE
PAY TO THE ORDER OF
HELLMUTH & JOHNSON NATIONAL BANK
BOCA RATON FLORIDA
FOR DEPOSIT ONLY
TESCHER & SPALLINA P.A.
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE
The security features listed below are incorporated in this check. The front of this check has a blue background and a watermark. Hold at an angle to see the watermark.
Authorized Signature
Amount
Check Protection
Chemical Protection
Security Screen
Padlock Image
Signature Line
Payee Line
Date Line
Check Number
Routing Symbol
Transit Number
On-Us Line
Amount Line
Account Number
Document Number
Void Pantograph
Microprint Signature Line
Fluorescent Fibers
Warning Bands
Consecutive Numbering
Non-Print Area
Non-Reproducible Ink
Chemical Protection
Security Screen
Padlock Image
Signature Line
Payee Line
Date Line
Check Number
Routing Symbol
Transit Number
On-Us Line
Amount Line
Account Number
Document Number
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Non-Print Area
Non-Reproducible Ink
Chemical Protection
Security Screen
Padlock Image
Signature Line
Payee Line
Date Line
Check Number
Routing Symbol
Transit Number
On-Us Line
Amount Line
Account Number
Document Number
Void Pantograph
Microprint Signature Line
Fluorescent Fibers
Warning Bands
Consecutive Numbering
Non-Print Area
Non-Reproducible Ink
Chemical Protection
Security Screen
Padlock Image
Signature Line
Payee Line
Date Line
Check Number
Routing Symbol
Transit Number
On-Us Line
Amount Line
Account Number
Document Number
Void Pantograph
Microprint Signature Line
Fluorescent Fibers
Warning Bands
Consecutive Numbering
Non-Print Area
Non-Reproducible Ink
⑆067009646⑆ 12/14/2012 11:51:21 10
FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Ck #: 282492 - 12/14/2012 - Amt: $5,876.20

Sabadell

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank®, N.A.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write the SABADELL UNITED BANK, N. A. office which has its telephone number and address printed on the front of this statement as soon as you can. If you think your statement or receipt is wrong or 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 the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

NOTICE TO CONSUMERS:

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.

Sabadell

Statement of Account

Last statement: November 05, 2012
This statement: December 05, 2012
Total days in statement period: 30

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$7,961.65

Non Personal Int Checking

Account number
500-001717-6

1 Enclosure

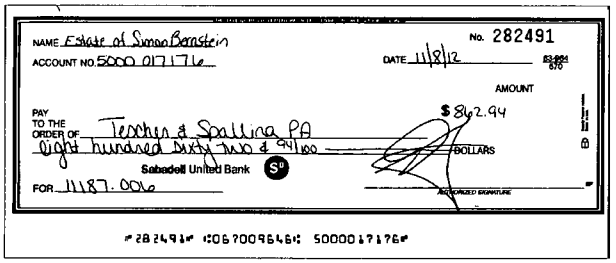
Beginning balance	$8,822.90		
Interest paid year to date	$4.09		
Total additions	$1.69	Total subtractions	$-862.94

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
282491	11-14	862.94			

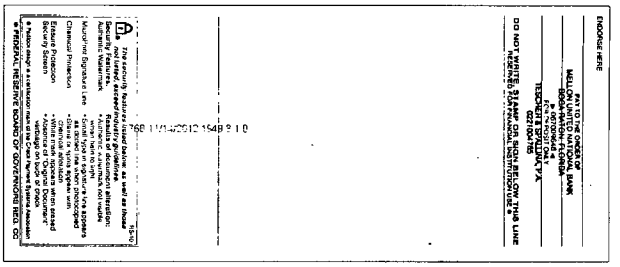
Date	*Description*	*Additions*	*Subtractions*
12-05	#Interest	1.69	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
11-05	8,822.90	11-14	7,959.96	12-05	7,961.65


NAME Estate of Simon Bernstein
ACCOUNT NO 5000 017176
No. 282491
DATE 11/8/12
AMOUNT
PAY TO THE ORDER OF Tescher & Spallina PA
$ 862.94
Eight hundred Sixty Two & 94/100 DOLLARS
Sabadell United Bank
FOR 11187.0006
AUTHORIZED SIGNATURE
⑈282491⑈ ⑆067009646⑆ 5000017176⑈

Ck #: 282491 - 11/14/2012 - Amt: $862.94


ENDORSE HERE
PAY TO THE ORDER OF
MELLON UNITED NATIONAL BANK
TESCHER & SPALLINA, P.A.
DO NOT WRITE, STAMP OR APPLY ANYTHING TO THIS LINE
PERSONAL & CONFIDENTIAL

Ck #: 282491 - 11/14/2012 - Amt: $862.94

Sabadell

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank®, N.A.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write the SABADELL UNITED BANK, N. A. office which has its telephone number and address printed on the front of this statement as soon as you can. If you think your statement or receipt is wrong or 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 the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

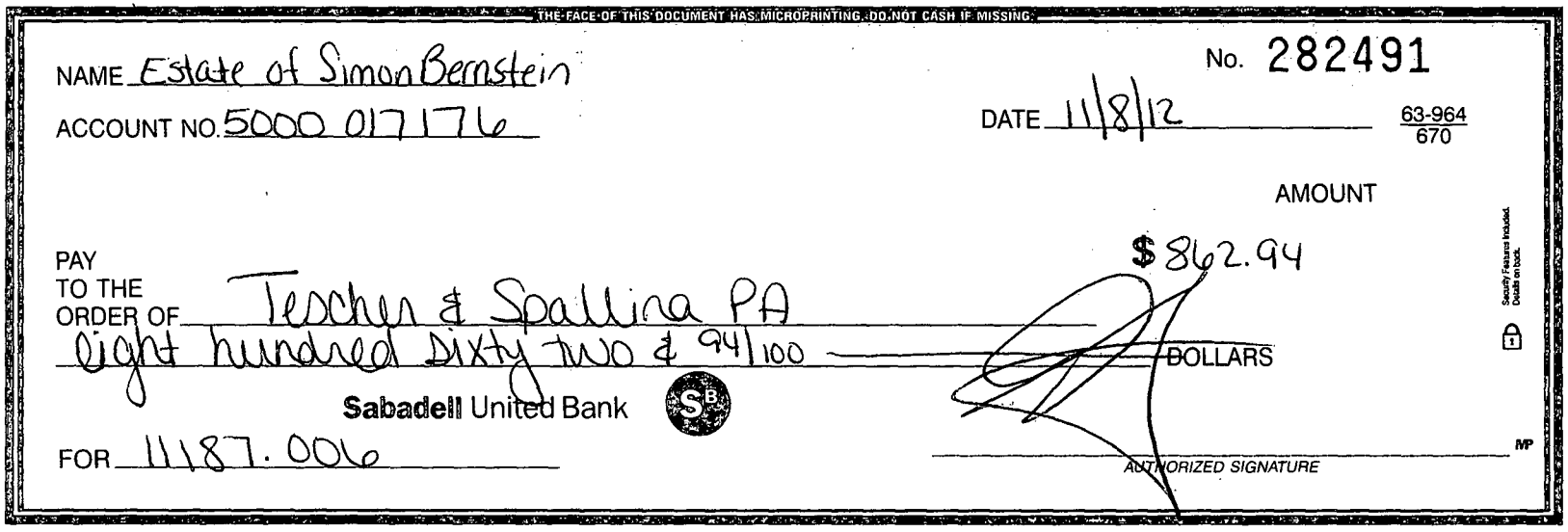
(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

NOTICE TO CONSUMERS:

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.



THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING.

NAME Estate of Simon Bernstein

ACCOUNT NO. 5000 017176

No. 282491

DATE 11/8/12

63-964
670

AMOUNT

$ 862.94

PAY
TO THE
ORDER OF Tescher & Spallina PA

Eight hundred Sixty Two & 94/100 DOLLARS

Sabadell United Bank

FOR 11187.0006

AUTHORIZED SIGNATURE

Security Features Included. Details on back.

⑈282491⑈ ⑆067009646⑆ 5000017176⑈

TS005633

Sabadell

Statement of Account

Last statement: October 12, 2012
This statement: November 05, 2012
Total days in statement period: 25

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$8,822.90

Non Personal Int Checking

Account number
500-001717-6

1 Enclosure

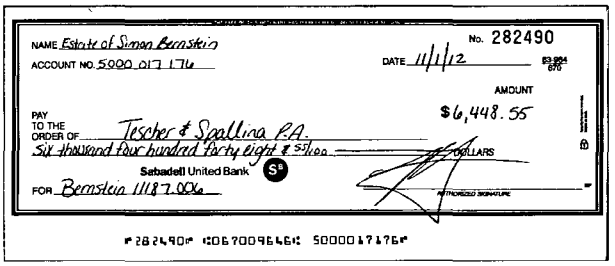
Beginning balance	$0.00		
Interest paid year to date	$2.40		
Total additions	$15,271.45	Total subtractions	$-6,448.55

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
282490	11-02	6,448.55			

Date	*Description*	*Additions*	*Subtractions*
10-12	#Funds Trsfr-Credit TRANSFER FROM DEPOSIT ACCOUNT 0100009414	15,062.42	
11-02	#Deposit	206.63	
11-05	#Interest	2.40	

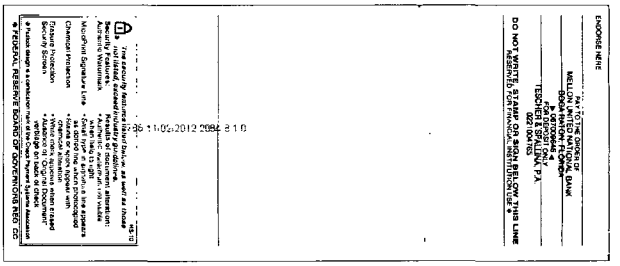
Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
10-12	15,062.42	11-02	8,820.50	11-05	8,822.90



NAME Estate of Simon Bernstein
ACCOUNT NO. 5000 017 176
No. 282490
DATE 11/1/12
AMOUNT
$6,448.55
PAY TO THE ORDER OF Tescher & Spallina P.A.
Six Thousand Four hundred forty Eight & 55/100 DOLLARS
Sabadell United Bank
FOR Bernstein 11187.004
AUTHORIZED SIGNATURE
⑈282490⑈ ⑆067009646⑆ 5000017176⑈

Ck #: 282490 - 11/02/2012 - Amt: $6,448.55



ENDORSE HERE
MELLON UNITED NATIONAL BANK
FOR DEPOSIT ONLY
TESCHER & SPALLINA, P.A.
021 004 183
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE
⑆36 11/02/2012 2094 210
Security Features
Authentic Watermark
MicroPrint Signature Line
Chemical Protection
Discard Protection
Security Screen
FEDERAL RESERVE BOARD OF GOVERNORS REG CC

Ck #: 282490 - 11/02/2012 - Amt: $6,448.55

Sabadell

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank®, N.A.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write the SABADELL UNITED BANK, N. A. office which has its telephone number and address printed on the front of this statement as soon as you can. If you think your statement or receipt is wrong or 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 the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

NOTICE TO CONSUMERS:

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.

PRINTED ON LINE MARK PAPER. HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

VOID VOID VOID VOID VOID

0066491 / Office AU # — 11-24 / 1210(8)

Operator I.D.: fl006398

CASHIER'S CHECK

6649100333

October 22, 2012

PAY TO THE ORDER OF ***ESTATE OF SIMON L. BERNSTEIN***

Two hundred six dollars and 63 cents **$206.63**

WELLS FARGO BANK, N.A.
5131 CONGRESS AVE
BOCA RATON, FL 33487
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 206.63

Richard Leary
CONTROLLER

Security Features Included. Details on Back.

⑈6649100333⑈ ⑆121000248⑆4861 513224⑈

Please deposit to
Estate of Simon Bernstein
Acct # 5000 017 176

0066491 / Office AU #

11-24 / 1210(8)

CASHIER'S CHECK

SERIAL #: 6649100333

ACCOUNT#: 4861-513224

Purchaser: **SIMON BERNSTEIN**
Purchaser Account: **1010107811945**
Operator I.D.: **fl006398**

October 22, 2012

PAY TO THE ORDER OF ***ESTATE OF SIMON L. BERNSTEIN***

Two hundred six dollars and 63 cents **$206.63**

WELLS FARGO BANK, N.A.
5131 CONGRESS AVE
BOCA RATON, FL 33487
FOR INQUIRIES CALL (480) 394-3122

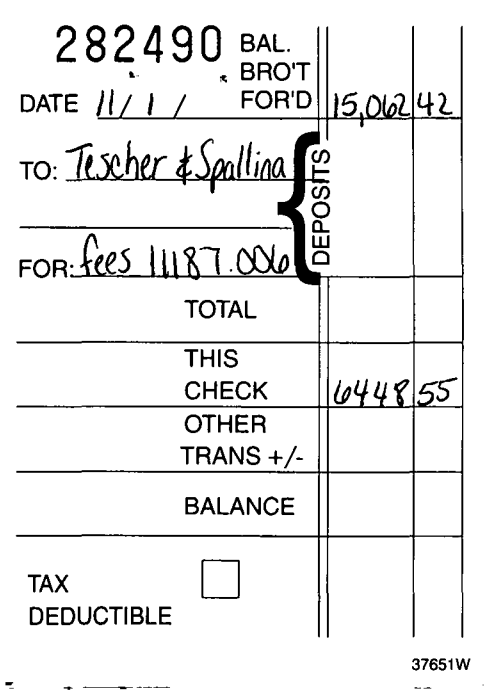
NOTICE TO PURCHASER–IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US $ 206.63

NON-NEGOTIABLE

Purchaser Copy

FB004 M4203 12461299


282490
BAL. BRO'T FOR'D
DATE 11/1/
15,062 42
TO: Teschner & Spallina
DEPOSITS
FOR: fees 11187.0006
TOTAL
THIS CHECK
6448 55
OTHER TRANS +/-
BALANCE
TAX DEDUCTIBLE
37651W

THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING.

NAME Estate of Simon Bernstein

ACCOUNT NO. 5000 017 176

No. 282490

DATE 11/1/12

63-964
670

AMOUNT

$6,448.55

PAY
TO THE
ORDER OF Tescher & Spallina P.A.

Six thousand four hundred forty eight & 55/100 DOLLARS

Sabadell United Bank

FOR Bernstein 11187.006

AUTHORIZED SIGNATURE

Security Features Included. Details on back.

⑈282490⑈ ⑆067009646⑆ 5000017176⑈

TS005640

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
STATEMENT FOR LEGAL SERVICES RENDERED in connection with final estate planning for Simon Benrstein and closing of Shirley Bernstein Estate.	800.00
For professional services rendered	$800.00
Previous balance	$5,648.55
Balance due	$6,448.55

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
Transfer of legal services from Shirley Bernstein Estate file	835.27
For professional services rendered	$835.27
Previous balance	$4,813.28
Balance due	$5,648.55

Si Bernstein balance from Estate Planning file

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$835.27
11/1/2012	Write off - transfer balance to Estate of Simon Bernstein	($835.27)
	Total payments and adjustments	($835.27)
	Balance due	$0.00

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

October 31, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
Transfer of legal services from Simon Bernstein estate planning file.	4,813.28
For professional services rendered	$4,813.28
Balance due	$4,813.28

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

October 31, 2012 Invoice # 11187.001

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No.11187.001
Estate Planning

		Amount
	Previous balance	$4,813.28
10/31/2012	Write off - transfer to estate account	($4,813.28)
	Total payments and adjustments	($4,813.28)
	Balance due	$0.00

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.

MEMORY TRANSMISSION REPORT

TIME : OCT-12-2012 10:38AM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	286
DATE	:	OCT-12 10:38AM
TO	:	7508226
DOCUMENT PAGES	:	003
START TIME	:	OCT-12 10:38AM
END TIME	:	OCT-12 10:38AM
SENT PAGES	:	003
STATUS	:	OK

FILE NUMBER : 286 *** SUCCESSFUL TX NOTICE ***

Cynthia
Sabadell Bank

Fax No.561-750-8226

FAX

DATE: Friday, October 12, 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.: Estate of Simon L. Bernstein/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:

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.

Cynthia
Sabadell Bank

Fax No.561-750-8226

FAX

DATE: Friday, October 12, 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.: **Estate of Simon L. Bernstein/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.

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Signature Verification

Sabadell United Bank

Date: 10/12/12

Temporary Check No.(s) / Range:	Total #:

Account Name:

Account Number:

X

Customer Signature:

Verified By:	Fee:	Approving Initials:

SForm #98 Rev. 3/10

INTERNAL TRANSFER AUTHORIZATION

Date 10/12/12

Please Accept This As My Authorization For Sabadell United Bank To Transfer:

Amount $15,062.42

From Account # 010-000941-4

Titled Simon L. Bernstein or Shirley Bernstein

To Account # 5000017176

Titled: Estate of Simon L. Berstein

Robert L. Spallina

Account Agreement

Date: 10/11/2012

Institution Name & Address

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-1812

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

Owner/Signer Information 1

Name	Robert L Spallina
Relationship	Personal Rep
Address	7387 Wisteria Ave Parkland, FL 33076
Mailing Address (if different)	
Home Phone	
Work Phone	561-997-7008
Mobile Phone	
E-Mail	
Birth Date	06/09/1965
SSN/TIN	266-99-7171
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	S145772652090 FLORIDA 06/07/2007 06/09/2013
Other ID (Description, Details)	Other 2ND ID WAIVED
Employer	Tescher & Spallina
Previous Financial Inst.	

Owner/Signer Information 2

Name	Donald Tescher
Relationship	Personal Rep
Address	2600 Whispering Oaks Ln Delray Beach, FL 33445
Mailing Address (if different)	
Home Phone	508-743-5335
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	09/26/1944
SSN/TIN	261-64-1879
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	T260196443460 FL 09/24/2012 09/26/2020
Other ID (Description, Details)	
Employer	Tescher & Spalina
Previous Financial Inst.	

Internal Use

Account Title & Address

Estate Of Simon L Bernstein
Robert L Spallina & Donald R Tescher Co-
Personal Representatives
4855 Technology Way Suite 720
Boca Raton FL 33431

Ownership of Account

The specified ownership will remain the same for all accounts.

(For consumer accounts, select and initial.)

☐ Single-Party Account _____ ☐ Multiple-Party Account _____
☐ Multiple-Party Account - Tenancy by the Entireties _____

☐ Corporation - For Profit ☐ Corporation - Nonprofit
☐ Partnership ☐ Sole Proprietorship ☐ Limited Liability Company
☐ Trust-Separate Agreement Dated: _____
☐ _____

Beneficiary Designation

(Check appropriate ownership above - select and initial below.)

☐ Single-Party Account _____
☐ Single-Party Account with Pay-On-Death (POD) _____
☐ Multiple-Party Account with Right of Survivorship _____
☐ Multiple-Party Account with Right of Survivorship and POD _____
☐ Multiple-Party Account without Right of Survivorship _____
☐ _____ _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

☒ Terms and Conditions ☐ Privacy
☒ Electronic Fund Transfers ☐ Truth in Savings
☐ Substitute Checks ☒ Funds Availability
☐ Common Features ☒ Schedule of Fees and Charges

☐ Convenience Account Agent (See Owner/Signer Information for Convenience Account Agent designation(s).)

1[X Robert L Spallina]
2[X Donald Tescher]
3[X] 4[X]

Owner/Signer Information 3

Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Owner/Signer Information 4

Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Backup Withholding Certifications

(If not a "U.S. Person," certify foreign status separately.)

TIN: 30-6329442

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X _____ (Date)

Robert L Spallina

Non-Individual Owner Information

Name	Estate Of Simon L Bernstein
EIN	30-6329442
Phone	561-997-7008
Mobile Phone	
E-Mail	
Type of Entity	Estate
State/Country & Date of Organization	Florida, United States of America
Nature of Business	
Address	4855 Technology Way Suite 720 Boca Raton, FL 33431
Mailing Address (if different)	
Authorization/ Resolution Date	
Previous Financial Inst.	

Account Description	Account #	Initial Deposit/Source
Non Personal Int Checking	5000017176	$ 0.00 ☐ Cash ☒ Check ☐
		$ ☐ Cash ☐ Check ☐
		$ ☐ Cash ☐ Check ☐

Services Requested

☐ ATM ☐ Debit/Check Cards (No. Requested: _____)

☐ _____ ☐ _____

☐ _____ ☐ _____

Other Terms/Information

Relate to existing HH#
Relate to lead AAS account 0221004733

Sabadell United Bank

WIRE TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of October, 2012, by and between Sabadell United Bank, a national banking association (hereinafter referred to as "Bank"), and Estate Of Simon L Bernstein (hereinafter referred to as "Sender" or "Customer").

1. Upon receipt from you (Sender) of instructions orally (and promptly confirmed in writing), electronically, by facsimile, or in writing, (hereinafter referred to as "Payment Order"), and upon the terms and conditions contained herein, Bank is hereby authorized and directed to transfer funds by wire, telex, book entry or other means (hereinafter referred to as "Transfer") from any "Authorized Account" (as hereinafter defined) of Sender, now or hereafter maintained with Bank, to any account of Sender or to any third party (Beneficiary) designated by Sender, whether such account be maintained at Bank or any other bank. An "Authorized Account" means any deposit account of Sender designated by Sender as a source of Payment Orders issued by the Sender to the Bank. If Customer does not so designate an account, any account of the Customer is an Authorized Account if payment of a Payment Order from that account is not inconsistent with a restriction on the use of that account. If the Payment Order is transmitted by facsimile, Customer agrees to promptly furnish to Bank the signed original of the Payment Order. Upon failure of Customer to promptly confirm an oral instruction in writing, or to promptly furnish a signed original Payment Order sent by facsimile, Bank, at its sole option may terminate this Agreement or refuse to accept oral or facsimile instructions thereafter.

2. AUTHORIZATION

Bank is hereby authorized to make such Transfers upon its receipt of the Payment Order executed by Customer, if an individual, or by any of the following named officers, employees or agents of Customer (must be in accordance with Certificate of Corporate Resolution/Partnership Agreement furnished to the Bank) as follows:

[✓] Authorization of **one individual** only required for all Transfers.
[ ] Authorization of **two individuals** required for all Transfers.
[ ] Other (please specify)

Print or type name(s) of

AUTHORIZED INDIVIDUAL	TITLE	SIGNATURE
Robert Spallina	co-Personal Representative	
Donald Tescher	co-Personal Representative	

Each above named individual or officer, agent or employee of Customer, or any officer, agent or employee of Customer who may hereinafter be added as an authorized individual referred to herein, either singularly or collectively, shall be referred to as "Authorized Agent." Sender may amend or cancel the Payment Order in any of the methods in which it could have issued the Payment Order subject to Paragraph 6 hereof. The designation of Authorized Agents, or any change of Authorized Agents such as addition or deletion, must be by Certificate of Corporate Resolution, if Customer is a corporation, or by other authority acceptable to Bank if Customer is not a corporation.

If the Payment Order received from Sender identifies the beneficiary by an identifying or bank account number, Bank may rely on such number as the proper identification of the beneficiary of the Payment Order. Customer agrees that if the Payment Order describes a beneficiary inconsistently by name and account number, payment may be made by the beneficiary's bank on the basis of the account number, even if the account number identifies a person different from the named beneficiary in the Payment Order and that Customer's obligation to pay the Payment Order shall not be excused by Customer error.

3. AUTHENTICATION

Upon the receipt of a Payment Order, amendment or cancellation thereof under this Agreement, and prior to the acceptance thereof, Bank shall authenticate the instruction by the use of a security procedure which is hereby accepted and authorized by the Customer as commercially reasonable in light of the circumstances and the type and frequency of the Payment Order to be requested. Said security procedure shall consist of a telephonic callback to any one of the individuals listed below, unless the Payment Order was received electronically, in which case the Bank's security procedure will involve the use of authorization passwords and codes.

Telephonic callbacks for authentication of Payment Orders are to be made to any of the following:

INDIVIDUAL	PHONE NUMBER
Robert Spallina	561-997-7008
Donald Tescher	561-997-7008

If Customer has designated more than 1 (one) telephone number for any of the above individuals, Customer acknowledges that by so doing, it has increased the risk of possible fraudulent transfers hereunder and Customer hereby agrees to assume such a risk and hold Bank harmless and indemnified for any losses Bank may sustain as a result of granting this accommodation to Customer.

The foregoing authentication/security procedure may be amended from time to time upon execution by both Bank and Customer of a Payment Authentication Amendment agreement in form and substance acceptable to Bank.

4. ACCEPTANCE OR REJECTION
Bank shall be deemed to have accepted Customer's Payment Order when it executes it by issuing a Payment Order intended to carry out the Payment Order received by the Bank. Bank may, under certain circumstances, reject the Payment Order without liability by transmitting a notice of rejection to Customer either orally, electronically or in writing, before executing the Payment Order.

5. Orders for the transfer of U.S. Dollars shall be paid in U.S. Dollars if transferred to a beneficiary located in the United States. If transferred to a beneficiary located in a foreign country, the beneficiary's bank may elect to pay the beneficiary in foreign currency at the bank's buying rate of exchange for wire transfers. It is your responsibility to advise the beneficiary of this possibility. The Bank may send any message relative to this order in explicit language, code or cipher. Foreign currency transfer orders are final when made to the Bank. However, pursuant to the request of Customer and, if possible, the Bank may cancel or amend any order before the transfer is made. The Bank shall incur no liability if it is unable, for any reason, to cancel or amend an order. Refunds of U.S. Dollar orders shall be made in the U.S. Dollar amount. Refunds of foreign currency orders shall be in the amount of U.S. Dollars that can be bought for the foreign currency amount at the Bank's then current rate of exchange. The Customer bears all risk of loss due to fluctuation in the rate of exchange. No transfer fee shall be refunded. The Customer is responsible for any charges related to cancellation or amendment of the foreign currency order.

6. CONFIRMATION
Upon executing a Transfer, Bank shall mail or deliver to Customer at:

4855 Technology Way Suite 720
Boca Raton FL 33431
Address

or at such other place as Customer may hereafter designate in writing, a confirmation stating the date and amount of the Transfer, and the bank account from and to which the Transfer was made. Upon receipt of such confirmation or periodic statement, Customer shall cause it to be examined promptly and notify Bank within a reasonable period of time, not to exceed thirty (30) days, of any unauthorized, erroneous or erroneously executed Payment Order. Bank will, upon request, provide Customer with such additional information with respect to said Payment Order as Customer may reasonably request. If at Customer request a wire confirmation is to be sent to a Branch for Customer pick up, and the Customer does not pick up the confirmation within 5 days, the Branch will mail the wire confirmation to the Customer.

7. Customer hereby agrees that if it revokes or cancels any Payment Orders, it will indemnify and hold Bank harmless for all loss, claims, expenses, costs or other liability incurred by Bank as a result thereof. Upon receipt of a request by an Authorized Agent to cancel a Payment Order previously communicated to Bank, Bank will use its best efforts to cancel the Order and/or recover the related funds. A communication by the Customer which attempts to cancel or amend a Payment Order must be received by Bank at a time and in a manner affording Bank a reasonable opportunity to act on the communication. Bank makes no representations or warranty as to its ability to revoke or cancel a Payment Order or Transfer once it has been executed.

8. Bank shall not be liable for executing any Payment Order or for any other act performed by Bank relating to such Transfer, nor any claims, expenses, damages or losses arising therefrom, if such Transfer or act is made by an officer, agent or employee of Bank pursuant to instructions, written, oral (including telephonic), or electronically, which such officer, agent or employee reasonably and in good faith believes to be that of Sender.

9. Customer agrees that Bank shall not be liable for any error or delay on the part of any agent used by Bank in the execution of any Payment Order or related act. Further, Bank shall not be liable for any error or delay in Transfer or related act due to any cause other than Bank's own negligence. Bank shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control. Customer agrees that it shall at all times have adequate contingency plans in place for these and similar circumstances. Customer agrees that all damages and other compensation due it as a result of Bank's negligence in executing a Payment Order or related act shall be limited to an amount equal to interest on the funds at the Federal Funds rate paid by Bank at the close of business on each day the error or delay remains uncorrected, provided, however, that if Bank is unable to recover all or any part of erroneously transferred funds from a transferee who has no claim to them, Bank shall be liable for Customer's actual loss, not to exceed the amount of funds which Bank is unable to recover. In no event will Bank be liable for any indirect, consequential, punitive, or special damages.

10. Customer acknowledges and agrees that Bank does not have any duty to accept a Payment Order or, before acceptance thereof, to take any action or refrain from taking any action with respect to any Payment Order except as may be provided elsewhere in this Agreement.

11. Bank reserves the right, but shall not be obligated, to electronically record telephonic Transfer requests and/or telephonic callbacks to document instructions received and authentication procedures performed.

12. Funds Transfers executed pursuant to this Agreement may utilize the Fedwire System. The rights and obligations of the parties to such Transfers are governed by Subpart B of Regulation J of the Federal Reserve Board as well as the Uniform Commercial Code (UCC) Article 4A.

13. This agreement shall not be binding upon the Bank until countersigned by an authorized officer of the Bank.

SABADELL UNITED BANK

By: _____
Authorized Bank Officer

Customer Service Officer
Title

10/11/2012
Date

Robert L Spalding
Customer/Account Name

By: _____
Signature/Title

Donald Tescher
Customer/Account Name

By: _____
Signature/Title

Sabadell

Statement of Account

Last statement: July 31, 2012
This statement: August 31, 2012
Total days in statement period: 31

010-000941-4

Direct inquiries to:
561-514-4900

SIMON L BERNSTEIN
OR SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

Sabadell Bank & Trust
180 Royal Palm Way
Palm Beach, Florida 33480-4215

5

Summary of Account Balance

Account	Number	Ending Balance
Preferred Pers Int Checking	010-000941-4	$15,153.18

Preferred Pers Int Checking

Account number
010-000941-4

5 Enclosures

Beginning balance	$23,219.24		
Interest paid year to date	$92.09		
Total additions	$3.94	Total subtractions	$-8,070.00

Number	*Date*	*Amount*
1119	08-01	500.00
1151 *	08-06	4,000.00
1152	08-17	570.00

Number	*Date*	*Amount*
1153	08-24	2,000.00
1154	08-31	1,000.00

** Skip in check sequence*

Date	*Description*	*Additions*	*Subtractions*
08-31	#Interest	3.94	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
07-31	23,219.24	08-06	18,719.24	08-24	16,149.24
08-01	22,719.24	08-17	18,149.24	08-31	15,153.18

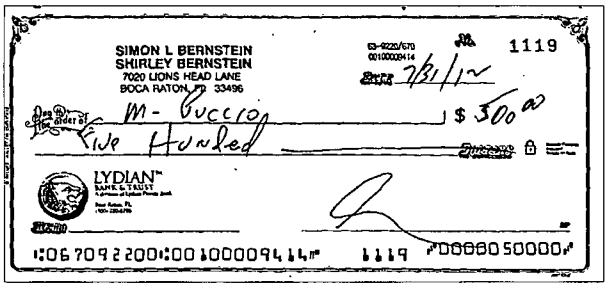
Annual percentage yield earned	0.25 %
Interest-bearing days	31
Average balance for APY	$18,540.21
Interest earned	$3.94

Sabadell

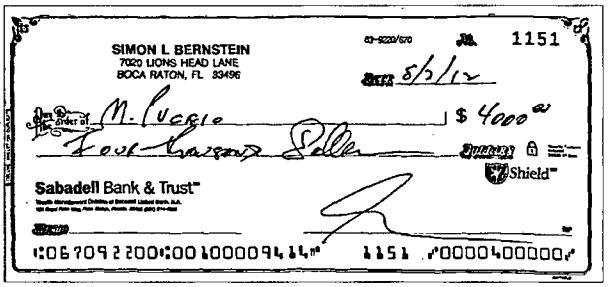
August 31, 2012
010-000941-4

Overdraft/Insufficient Funds Fees

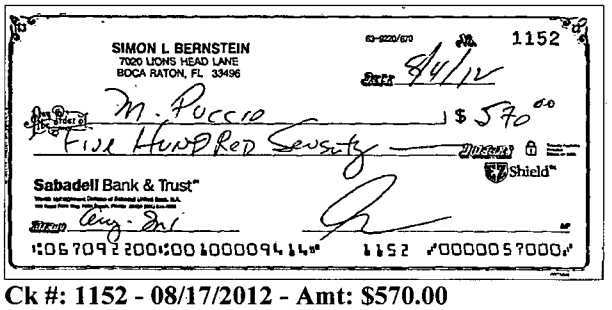
	Total For This Statement Period	Total For This Calendar Year
Total Insufficient Funds (returned items) fees	$0.00	$0.00
Total Overdraft (paid items) fees	$0.00	$0.00



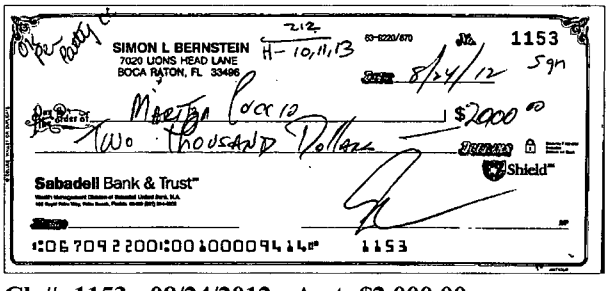
Ck #: 1119 - 08/01/2012 - Amt: $500.00



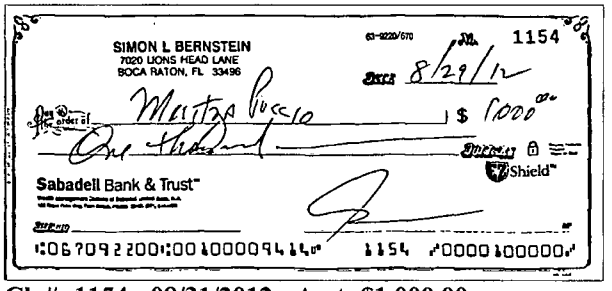
Ck #: 1151 - 08/06/2012 - Amt: $4,000.00



Ck #: 1152 - 08/17/2012 - Amt: $570.00



Ck #: 1153 - 08/24/2012 - Amt: $2,000.00



Ck #: 1154 - 08/31/2012 - Amt: $1,000.00

Sabadell

Statement of Account

Last statement: June 29, 2012
This statement: July 31, 2012
Total days in statement period: 32

010-000941-4

Direct inquiries to:
561-514-4900

SIMON L BERNSTEIN
OR SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

Sabadell Bank & Trust
180 Royal Palm Way
Palm Beach, Florida 33480-4215

Summary of Account Balance

Account	Number	Ending Balance
Preferred Pers Int Checking	010-000941-4	$23,219.24

Preferred Pers Int Checking

Account number
010-000941-4

2 Enclosures

Beginning balance	$27,213.74		
Interest paid year to date	$88.15		
Total additions	$553.50	Total subtractions	$-4,548.00

Number	*Date*	*Amount*
1138	07-03	4,000.00
37610 *	07-27	548.00

Number Date Amount
** Skip in check sequence*

Date	*Description*	*Additions*	*Subtractions*
07-30	#Credit Memo REVERSING CHECK #37610 POSTED IN ERROR TO YOUR ACCOUNT	548.00	
07-31	#Interest	5.50	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
06-29	27,213.74	07-27	22,665.74	07-31	23,219.24
07-03	23,213.74	07-30	23,213.74		

Annual percentage yield earned	0.27 %
Interest-bearing days	32
Average balance for APY	$23,537.37
Interest earned	$5.50

Sabadell

July 31, 2012
010-000941-4

Overdraft/Insufficient Funds Fees

	Total For This Statement Period	Total For This Calendar Year
Total Insufficient Funds (returned items) fees	$0.00	$0.00
Total Overdraft (paid items) fees	$0.00	$0.00

Sabadell

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank®, N.A.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write the SABADELL UNITED BANK, N. A. office which has its telephone number and address printed on the front of this statement as soon as you can. If you think your statement or receipt is wrong or 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 the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

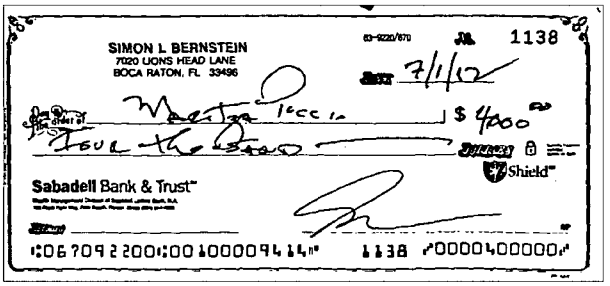
(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

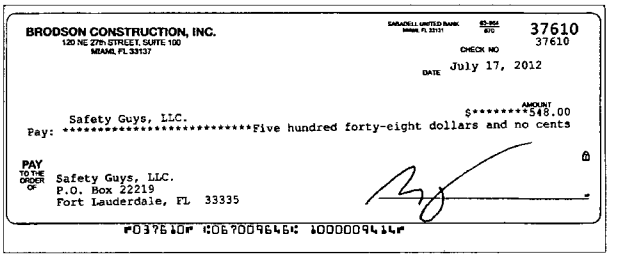
NOTICE TO CONSUMERS:

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.



Ck #: 1138 - 07/03/2012 - Amt: $4,000.00



Ck #: 37610 - 07/27/2012 - Amt: $548.00

TS005661



JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 11/1/13 to 11/29/13

00000403 DPB 021 161 33413 NNNNNNNNNNN T 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

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		531.59
Ending Balance	0	$531.59

Please note this account had no activity during this statement period. The date of last activity for this account was 08/29/13.

TS005662

J.P.Morgan

3345215022001040301

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 11/1/13 to 11/29/13

Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Total Fees					**$0.00**

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

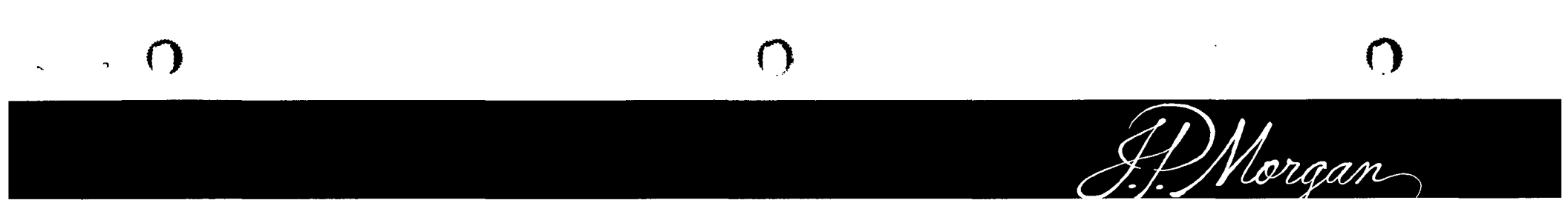
JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

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: 000000478015220
For the Period 8/31/13 to 9/30/13

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**	

00000506 DPB 021 161 27413 NNNNNNNNNNN T 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		531.59
Ending Balance	0	$531.59

Please note this account had no activity during this statement period. The date of last activity for this account was 08/29/13.

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 8/31/13 to 9/30/13

Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Total Fees					**$0.00**

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

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- 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.

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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

2745215028001005060 2

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 8/1/13 to 8/30/13

00000352 DPI 021 161 24313 NNNNNNNNNNN P 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

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		**19,541.09**
Checks Paid	2	(19,009.50)
Ending Balance	**2**	**$531.59**

IMPORTANT INFORMATION

Deposit Account Agreement Update

2435216094001003520 1

We will update Section H in our Deposit Account Agreement titled Closing Your Account.

Effective July 21, 2013. If you have pending transactions on your account, or are overdrawn, we may not immediately close the account. However, if you ask us, we will restrict additional withdrawals from your account, other than the pending transactions. We will not pay any interest on the account after we have restricted your account.

This change will be reflected in your account agreement; all other terms remain the same. If you have questions, please call us at the telephone number listed on this account statement or visit the nearest Chase branch.

Checks Paid

Check Number	Date Paid	Amount
105	08/26	7,009.50
106	08/29	12,000.00
Total Checks Paid		**($19,009.50)**

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.

Daily Ending Balance

Date	Amount
08/26	12,531.59
08/29	531.59

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 8/1/13 to 8/30/13

Fees and Charges for Deposit Accounts

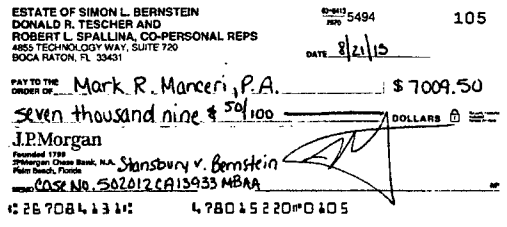
Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Check / Debit Posted	2.00	500	0	0.20	0.00
Total Fees					**$0.00**

2435216094001003520 2

JPMorgan Classic Business Checking

000000478015220 ESTATE OF SIMON L. BERNSTEIN, DONALD R. TESCHER AND


ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 105

DATE 8/21/13

PAY TO THE ORDER OF Mark R. Manceri, P.A. $ 7009.50

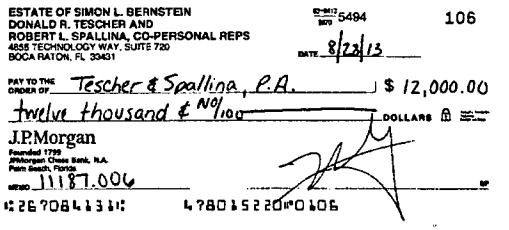
seven thousand nine $ 50/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Stansbury v. Bernstein
CASE NO. 502012CA15933 MBAA

⑆267084133⑆ 4780152201⑈0105

005070105500 AUG 26 #0000000105 $7,009.50


ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 106

DATE 8/23/13

PAY TO THE ORDER OF Tescher & Spallina, P.A. $ 12,000.00

twelve thousand $ NO/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 11187.006

⑆267084133⑆ 4780152201⑈0106

002670649997 AUG 29 #0000000106 $12,000.00

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

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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

2435216094001003520 3

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 6/29/13 to 7/31/13

00000289 DPB 021 161 21313 NNNNNNNNNNN T 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

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		19,541.09
Ending Balance	0	$19,541.09

Please note this account had no activity during this statement period. The date of last activity for this account was 06/27/13.

Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Total Fees					**$0.00**

A clearer description of transaction terms used in account statements

This message is to make you aware of new language that will be used to describe a type of transaction in account statements and online activities:

Beginning July 22, 2013, if you cash a check and it is returned to us without being paid, the transaction will be listed on your statement as Cashed Check Returned.

This is not a new transaction type. It is simply a clearer description of this type of account activity.

Currently, a single term (Deposited Item Returned) is used to describe two types of of transactions: deposited and cashed items that are returned to us without being paid. After July 22, this term will only be used to indicate a deposited check that is returned.

All other terms and conditions for your account(s) remain the same.

Please contact your J.P. Morgan team if you have any questions or require more information

213521510000100028902

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

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 6/1/13 to 6/28/13

00000137 DPI 021 161 18013 YNNNNNNNNNN P 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

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		**39,541.09**
Checks Paid	1	(20,000.00)
Ending Balance	**1**	**$19,541.09**

1805216041001013701

Checks Paid

Check Number	Date Paid	Amount
104	06/27	20,000.00
Total Checks Paid		**($20,000.00)**

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.

Daily Ending Balance

Date	Amount
06/27	19,541.09

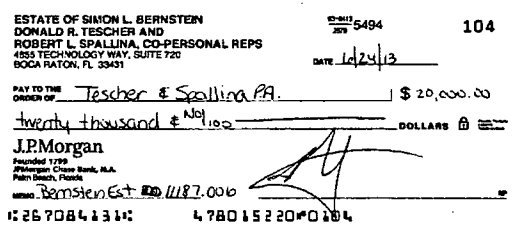
Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Check / Debit Posted	1.00	500	0	0.20	0.00
Total Fees					**$0.00**

JPMorgan Classic Business Checking

000000478015220 ESTATE OF SIMON L. BERNSTEIN, DONALD R. TESCHER AND



ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 104

DATE 6/24/13

PAY TO THE ORDER OF Tescher & Spallina PA. $ 20,000.00

twenty thousand & No/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Bernstein Est #0011187.006

⑆267084331⑆ 4780152204⑈0104

002670962871 JUN 27 #0000000104 $20,000.00

Please note that you can view your historical check images online and easily enroll in eDelivery by going to www.MorganOnline.com.

J.P.Morgan

TS005682

1805216041001013702

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

J.P.Morgan

Patti Gibbons
Account Opening Specialist

October 18, 2012

Messrs. Donald R. Tescher and
Robert L. Spallina, Co-Personal Representatives
Estate of Simon L. Bernstein
c/o Tescher & Spallina, P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: JPMorgan Checking Account No. 478015220 for the Estae of Simon L. Bernstein

Gentlemen:

We are pleased to confirm the opening of the above referenced account at J.P. Morgan. These are the details associated with your account. After ten business days, we will assume the account documentation is correct. Please note that any subsequent new accounts you open will be governed by the J.P. Morgan Combined Terms and Conditions and the applicable account agreement.

Name	Role	Telephone
Todd Adelstein	Banker	561-995-5053
Christopher R Prindle	Investment Specialist	561-838-4669
Patricia A Gibbons	Account Opening Specialist	561-838-4607
John C Hawkins Jr.	Client Service Associate	800-576-0938
Matthew Marcin	Client Service Associate	800-576-0938

Thank you for your trust and confidence in J.P. Morgan.

Sincerely,

Patricia A Gibbons
Account Opening Specialist

205 Royal Palm Way, Palm Beach, Florida 33480
Telephone 561 838 4607 Facsimile 561 833 5683 patricia.x.gibbons@jpmchase.com

JPMorgan Chase Bank, N.A.

J.P.Morgan

10/18/12

ROBERT L SPALLINA
DONALD R TESCHER
SIMON L BERNSTEIN TRUST
4855 TECHNOLOGY WAY,
SUITE 720
BOCA RATON, FL 33431

Account Number	Product Name	Account Title
478018083	Deposit (Checking)	SIMON BERNSTEIN TST

We are pleased to confirm the opening of the above referenced account(s) at J.P. Morgan. These are the details associated with your account(s). After ten business days, we will assume the account documentation is correct. Please note that any subsequent new accounts you open will be governed by the J.P. Morgan Combined Terms and Conditions and the applicable account agreement.

The following materials are enclosed for your records:
- Fee Schedule(s)
- Depositing Securities & Cash into JPMorgan Account
- Deposit Rates
- JPMorgan Privacy Policy
- Privacy Policy Notice Letter
- Combined Terms and Conditions

Name	Role	Telephone
Todd Adelstein	Banker	561-995-5053
Christopher R Prindle	Investment Specialist	561-838-4669
Karen M Protokowicz	Account Opening Specialist	561-838-4674
John C Hawkins jr	Client Service Associate	800-576-0938
Matthew Marcin	Client Service Associate	800-576-0938

Thank you for your trust and confidence in J.P. Morgan.

Sincerely,

Karen M Protokowicz
Account Opening Specialist

Enclosures

Services and Fees for Business Banking
JPMorgan Classic Business Checking

The following complimentary products and services are available to you as a Private Bank client. There are no monthly maintenance or Deposit Insurance fees, and no minimum balance requirements.

ATM Deposits and Withdrawals

Cashiers Checks

Check and Statement Copies, Duplicate Statements

Checkbooks and all Check Accessories

Deposited Items Returned and Returned Items

Incoming Wire Transfers

Money Orders

Online Banking with JPMorgan Online[1]

Quick Deposit Scanner[2]

Stop Payments

Monthly Transaction Fees

Banking Transactions

A total of 200 banking transactions and items are allowed per month at no charge. Above 200 transactions, the following fees apply.

Checks Paid/Debits	$0.20 each
Deposits/Credits	$0.80 each
Deposited Items[3]	$0.20/item

Wire Transfers

A total of 3 outbound wire transfers are allowed per month at no charge. Above 3 wires, the following fees apply.

Domestic Outgoing	$40.00/item
International Outgoing	$60.00/item
Domestic Outgoing via JPMorgan Online	$25.00/item
International Outgoing via JPMorgan Online	$40.00/item

Cash Advance Fee

Obtaining cash with your Chase Debit Card without a PIN at participating locations, such as non-Chase bank branch tellers	Greater of 3% of the transaction amount OR $5.00

Cash Deposit Processing

There are no fees for the first $50,000 deposited per month. Above $50,000, the following fees apply. See additional **Business Deposit Express℠** disclosures on reverse.

Night Drop & Post Verification	$1.00 per $1,000
Immediate Verification	$1.50 per $1,000

Fees for these items will be eliminated as of August 1, 2012.

Coin Roll Order	$0.15 per roll
Currency Strap Order	$0.50 per strap
Cash Deposit Bag – Full Bag	$5.00 flat fee per bag
Cash Deposit Bag – Partial / Mixed Bag	$2.50 flat fee per bag

Footnotes

1. There is no fee to access your accounts via JPMorgan Online, but some online services are subject to fees. Refer to Additional Fees for Business Accounts on following page.
2. One complimentary scanner is provided to each client. Refer to Additional Fees for Business Accounts on following page.
3. Deposited Items refers to the number of checks included in each deposit.

JPMorgan Chase Bank, N.A. Member FDIC
6/2012
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Additional Service Fees for Business Accounts

This is a list of fees for additional banking services available for JPMorgan Classic Business Checking. Please contact your J.P. Morgan Team to discuss additional cash management services.

Online Banking Services

ACH Payments

First 25 Payments.....Free
Per item, above the first 25.....$0.15/item

ACH Collections

First 25 Collections.....$25.00/month
Per item, above the first 25.....$0.25/item

Invoicing

First 25 items.....$25.00/month
Per item, above the first 25.....$0.25/item

Miscellaneous

Hold All Mail Service.....$500 per year
International Accounts only

Quick Deposit℠

First scanner is provided free of charge

Single Feed Scanner Monthly Maintenance Fee..... $25.00/month
Additional Single Feed Check Scanner..... $300.00/scanner

Multiple Feed Scanner Monthly Maintenance Fee... $50.00/month
Additional Multiple Feed Check Scanner..... $600.00/scanner

Overdrafts

An overdraft created by a withdrawal, debit or instruction to transfer funds from your checking account which we choose to honor will be charged at the Overdraft Interest rate we establish, currently Prime + 4%, not to exceed the maximum lawful rate. The overdraft will continue to accrue interest until it is paid in full. An overdraft may be caused by insufficient or uncollected funds. Interest on the overdraft amount will be charged on a 360-day basis and will be assessed on overdrafts regardless of amount. The Overdraft Interest charge will be made on the first business day of the month following the overdraft activity. This does not constitute an agreement on our part to pay any item or honor any instruction if there are insufficient balances in your checking account to cover the item(s) or transfer(s). The best way to avoid this interest charge is to maintain sufficient balances in your checking account to cover anticipated payments.

JPMorgan Chase Business Deposit Express℠

1. Business Deposit Express services ("Services") apply to Depository Bags (see paragraph 2) received at the Branches, including but not limited to, night depositories, bulk deposits made over the counter, delivered by Customer's armored car or courier, Bank Commercial Deposit Machines and Commercial Cash Centers. Upon request, the Bank shall issue Customer a key to certain designated vault facilities ("Facilities").
2. Customer shall utilize tamper resistant disposable bags ("Depository Bags") which conform to such standards as the Bank may establish from time to time.
3. Customer agrees to the following:
   a. The Facilities shall only be used for the delivery to the Bank of Depository Bags which shall contain only currency and/or negotiable instruments together with a deposit ticket prepared by the Customer.
   b. The Bank may, prior to verification of the contents of the Depository Bag, provisionally credit Customer's account based on the amount stated on Customer's deposit ticket.
   c. The Bank shall, not in the presence of Customer, count and verify the contents of Depository Bags. The Bank's count shall be controlling and final and the Bank will notify Customer of any adjustment to the amount of the deposit.
   d. No deposit is deemed to be made until the Bank has concluded its verification process and credited Customer's account.
4. The use of the Facilities is at Customer's sole risk and Bank shall not be liable for any loss, destruction or disappearance of any Depository Bag or any part of the alleged contents prior to verification by Bank.
5. The Bank may terminate any of these Services at any time upon notice to Customer. Customer shall promptly return to Bank all Depository Bags and keys to any Facility.

JPMorgan Chase Bank, N.A. Member FDIC
6/2012
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J.P.Morgan

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

Follow the instructions below to transfer securities or cash to a J.P. Morgan account. (Please see separate instructions for deposits to a JPMSI margin account.)

Please note that for all "alpha" accounts, when transferring securities you will only be able to list the "Alpha" and the first seven (7) digits of your account number. There is a 12-character limit on account numbers; therefore, "Q1234567" is the maximum allowed.

A. Securities

All Depository Trust Company-eligible* & Free transactions should be directed to:

JPMorgan Chase Bank, N.A.

DTC Participant Number **902**

FFC to Account Number – **P72500**

For Account Number – _____

For Account of _____

All Federal Reserve-eligible U.S. Government transactions should be directed to:

JPMCHASE/CUST

ABA# 021 000 021

FFC to Account Number – **P72500**

For Account Number – _____

For Account of _____

All Physical transactions should be directed to:

Mail in Deliveries: (Overnight and Regular Mail)

Service Teams Outside NY should Fed Ex certs / docs overnight to:
JPMorgan Chase Bank, N.A.
Attn: Physical Processing
500 Stanton Christiana Road
Ops 3, 2nd Floor
Newark, DE 19713-2107

FFC: _____

For account of _____

Service Teams in NY should send certs / docs to:
JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center
3rd Floor
Brooklyn, NY 11245-0001

FFC: _____

For account of _____

Street Deliveries: (via third party messenger, or walk-up)

JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center, 1st Floor, Window #5
Brooklyn, NY 11245-0001
(Use Willoughby Street Entrance)
Internal Account #: P72500

FFC: _____

For account of _____

Affirmation Instructions:

Standing Instruction Broker

DTC 902
Agent I.D. #29038
Institution I.D. #27656
Agent Interested Account - PBD#_____
Interested Party #27656
A/C **P72500**

Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

MONEY MANAGER is the affirming party

DTC 902
Agent I.D. #28574
Institution I.D. – _____
Agent Interested Account - PBD# _____
Interested Party #27656
A/C **P72500**

Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

B. Foreign Currency

*Note that when depositing foreign currency to an account, whether the funds are converted to USD or not, please contact your Account Officer for correct wiring instructions.

C. Cash Deposits

Please include deposit ticket with check, checks can be sent to:

Regular Mail
KY1-0900
JPMorgan Chase Bank, N.A.
P.O. Box 34110
Louisville, KY 40232-4110
**Account Number* – _____
For Account of – _____

Overnight Mail
KY1-0900
JPMorgan Chase Bank, N.A.
6714 Grade Lane, Bldg. 8, Suite 807
Louisville, KY 40213
**Account Number* – _____
For Account of – _____

Foreign Checks
JPMorgan Chase Bank, N.A.
International Check Collections
1111 Fannin Street, Floor 13
Houston, TX 77002
Mail Code-TX2-F012

For ACH transfers, the ABA and Account Information should be taken from the MICR line of the checks.
ACH transfers should be sent to:

Checking and Money Market Deposit (MMDA) Accounts
JPMorgan Chase Bank, N.A.
**ABA # - _____ (enter from list below)
**Account Number* – _____
For Account of – _____

All Other Accounts
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd
Newark, DE 19713
ABA # 022 000 842
**Account Number* – _____
For Account of – _____

Federal Fund wires should be sent to:

JPMorgan Chase Bank, N.A.
ABA # 021 000 021
**Account Number* – _____
For Account of – _____

*For deposits, ACH transfers, and wires account number must be numeric. Insert account number converting alpha characters to a numeric prefix (i.e. A12345-000 = 1012345000).

If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:
A	10	P	25	S	28
C	12	Q	26	V	31
H	17	R	27	W	32

**ABA #s need to be selected based upon the Bank State the account is opened. For assistance in selecting please contact your J.P. Morgan Service Team.

If Bank State is:	ABA # is:	If Bank State is:	ABA # is:	If Bank State is:	ABA # is:
AZ (601)	122 100 024	ID (702)	123 271 978	OH/WV (001)	044 000 037
CA/NV (703)	322 271 627	IL (111)	071 000 013	OK (662)	103 000 648
CO (501)	102 001 017	IN (053)	074 000 010	OR/WA (702)	325 070 760
CT/NJ/NY (802)	021 000 021	KY (034)	083 000 137	TX (201)	111 000 614
FL (021)	267 084 131	LA (552)	065 400 137	UT (602)	124 001 545
GA (021)	061 092 387	MI (021)	072 000 326	WI (121)	075 000 019

PRIVATE BANKING
BUSINESS DEPOSIT RATES

Effective Date

October 18, 2012

Private Banking Checking and Savings Accounts

JPMorgan Classic Business Checking[1]

All balances	*noninterest-bearing*

JPMorgan Business Checking[1]

All balances	*noninterest-bearing*
Earnings Credit Rate	0.30%

JPMorgan Business Checking with Interest[2]

	Rate	APY
$0 - $24,999	0.01%	0.01%
$25,000 - $249,999	0.01%	0.01%
$250,000 - $999,999	0.01%	0.01%
$1,000,000 - $4,999,999	0.01%	0.01%
$500,000 +	0.01%	0.01%

JPMorgan Business Savings[2]

Accounts with balances of $25MM or less[3]	Rate	APY
$0 - $24,999	0.15%	0.15%
$25,000 - $99,999	0.15%	0.15%
$100,000 - $249,999	0.25%	0.25%
$250,000 - $499,999	0.25%	0.25%
$500,000 - $999,999	0.25%	0.25%
$1,000,000 - $10,000,000	0.25%	0.25%
$10,000,000.01 - $25,000,000	0.20%	0.20%

JPMorgan Private Business Index Deposit Account[4]

	Rate	APY
All balances	0.10%	0.10%

Titanium Certificates of Deposit

Accounts with balances of $25MM or less

	Mininum Balance							
	$0 - $99,999		$100,000 - $499,999		$500,000 - $4,999,999		$5,000,000 +	
TERM	Rate	APY	Rate	APY	Rate	APY	Rate	APY
7 Days	0.05%	0.05%	0.05%	0.05%	0.10%	0.10%	0.10%	0.10%
30 Days	0.05%	0.05%	0.05%	0.05%	0.10%	0.10%	0.10%	0.10%
60 Days	0.05%	0.05%	0.05%	0.05%	0.10%	0.10%	0.10%	0.10%
90 Days	0.10%	0.10%	0.15%	0.15%	0.25%	0.25%	0.25%	0.25%
180 Days	0.10%	0.10%	0.15%	0.15%	0.25%	0.25%	0.25%	0.25%
12 Months	0.15%	0.15%	0.25%	0.25%	0.35%	0.35%	0.35%	0.35%
18 Months	0.30%	0.30%	0.35%	0.35%	0.40%	0.40%	0.40%	0.40%
24 Months	0.40%	0.40%	0.45%	0.45%	0.50%	0.50%	0.50%	0.50%
36 Months	0.40%	0.40%	0.45%	0.45%	0.55%	0.55%	0.55%	0.55%
60 Months	0.44%	0.44%	0.49%	0.49%	0.59%	0.59%	0.59%	0.59%
84 Months	0.75%	0.75%	0.85%	0.85%	0.95%	0.95%	0.95%	0.95%
120 Months	0.75%	0.75%	0.85%	0.85%	0.95%	0.95%	0.95%	0.95%

For Rates on Titanium CD terms not displayed, please speak with your banker.

1. Through December 31, 2012, the FDIC will provide unlimited coverage on all personal and business noninterest-bearing transaction accounts including JPMorgan Classic Business Checking and JPMorgan Business Checking. Unlimited FDIC coverage does not include other checking or demand deposit accounts that may earn interest, NOW accounts (interest-bearing checking accounts), and money-market deposit accounts.

2. Interest on JPMorgan Business Checking with Interest and JPMorgan Business Savings is compounded monthly, and computed on a 365-day basis.

3. Accounts with balances in excess of $25,000,000 will earn the following rates on all balances in the account:

Balances	Rate	APY
$25,000,000.01 +	0.10%	0.10%

4. Minimum initial deposit of $1MM required. Interest on the JPMorgan Private Business Index Deposit Account is compounded daily, and computed on a 360-day basis.

Rate refers to Interest Rate and APY refers to Annual Percentage Yield. Penalty for early withdrawal on CDs. Checking and savings account fees could reduce earnings.

Florida - Southern

JPMorgan Chase Bank, N.A. Member FDIC

J.P.Morgan

FACTS **WHAT DOES J.P. MORGAN'S PRIVATE BANK DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and income ▪ account balances and transaction history ▪ credit history and payment history When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons the Private Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does the Private Bank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' use in meeting your private banking needs	Yes	No
For our affiliates' everyday business purposes other than your private banking needs – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes other than your private banking needs – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Go to: www.jpmorgan.com/pages/jpmorgan/private_banking/privacy_policy

J.P.Morgan

J.P.Morgan

The Private Bank

Respecting and protecting client privacy have always been vital to our relationships with clients.

The attached Privacy Notice, which is now in a format recommended by federal regulators, describes how J.P. Morgan Private Bank keeps client information private and secure and uses it to serve you better. As shown, the J.P. Morgan companies that provide private banking services do not use client information for purposes not related to the Private Bank. Additionally, we keep your information under physical, electronic and procedural controls, and authorize our agents and contractors to get information about you only when they need it to do their work for us.

The Private Bank uses information we have about you in order to make private banking products and services available to you through the Private Bank, including loans, deposits and investments, to meet your private banking needs. Using your information in this way, through the authorization you provided as part of your private banking application, may qualify you for account upgrades, improved client services and new service offerings based on our more complete knowledge of your relationship with the Private Bank.

The Private Bank is a part of J.P. Morgan Asset Management* and provides private banking services for private bank clients. The Private Bank includes those units of JPMorgan Chase Bank, N.A., J.P. Morgan Trust Company of Delaware and J.P. Morgan Securities LLC dedicated to the Private Bank, as well as alternative investment funds offered through the Private Bank.

Our Privacy Notice applies to the relationships of clients or former clients with the Private Bank in the United States, as well as to the relationships of clients or former clients with our offices outside the United States that are registered with the Securities and Exchange Commission. (If you reside outside the United States, you may also have privacy protections under the local laws applicable in that jurisdiction.)

Please speak with your J.P. Morgan representative should you have any questions or concerns. Thank you for the trust and confidence you place in us.

*J.P. Morgan Asset Management is the marketing name for the asset management businesses of JPMorgan Chase & Co.

Who we are	
Who is providing this notice?	Those units of JPMorgan Chase Bank, N.A., J.P. Morgan Trust Company of Delaware and J.P. Morgan Securities LLC dedicated to the Private Bank.

What we do	
How does the Private Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to get your information only when they need it to do their work, and we require companies that work for us to protect your information.
How does the Private Bank collect my personal information?	We collect your personal information, for example, when you: ▪ open an account or deposit money ▪ pay your bills or apply for a loan ▪ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: ▪ sharing for affiliates' everyday business purposes–information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our affiliates include companies with the Chase or J.P. Morgan name and financial companies such as Chase Bank USA, N.A.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *The Private Bank does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *The Private Bank does not jointly market.*

Other important information

State laws:

NV: We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call List by calling 1-800-945-9470, or by writing to us at P.O. Box 659752, San Antonio, TX 78265. For more information, contact us at the address above, or email Privacy.Info@JPMChase.com, with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 702-486-3132; email BCPINFO@ag.state.nv.us.

COMBINED TERMS AND CONDITIONS

J.P.Morgan

CONTENTS

NOTE – This document contains various account agreements related to deposit, custody, and brokerage services offered at J.P. Morgan. Only those agreements specific to the service requested shall apply.

General Terms for Accounts and Services **1**

Accounts and Services Relating to Assets Held by JPMorgan Chase Bank, N.A. and Affiliated Banks **5**
Asset Allocation Advisory Services 5
Asset Account Agreement 6

Agreements for Accounts and Services Offered Through J.P. Morgan Securities LLC and J.P. Morgan Entities **10**
Brokerage Account Agreement 10
Prohibition Against Trading Ahead of Customer Orders 14
Margin Disclosure Statement 14
Margin Account Agreement 14
Disclosure to Clients in Compliance with FINRA Rule 4370 Regarding Continuity and Contingency Plans and Emergency Contact Information for J.P. Morgan 16
Risks of Certain Investments 16

Deposit Accounts and Services Offered By JPMorgan Chase Bank, N.A. **21**
Deposit Account Agreement 21
General Account Terms and Conditions 22
Check 21 – Substitute Checks and Your Rights 30
Important Endorsement Standards for Personal and Business Accounts 30
Electronic Funds Transfer Services 30

Appendix: Asset Account and Deposit Account – Funds Availability Policy Statement **36**

Appendix: Other Banking Services Relating to Accounts **37**

GENERAL TERMS FOR ACCOUNTS AND SERVICES

"Account" refers to the account or accounts subject to these General Terms and an additional account agreement. "Accountholder" means the person or entity (also called "you" or "your") who owns the Account. "We," "us," "our" and the "Bank" mean JPMorgan Chase Bank, N.A. (JPMCB) or, in the case of a product or service furnished by, or Account with, or Obligations owed to another Morgan Affiliate, that Morgan Affiliate. Other definitions of capitalized terms used in these General Terms are found in the Definitions Section.

1. Types of Accounts

The titles under which accounts are opened, the selection of the type of account or opening an account for a minor under various states' Uniform Transfers or Gifts to Minors Acts (UTMA/UGMA) have important consequences for taxes, control of assets, and wealth and estate planning. Clients should discuss how to structure financial accounts with their own legal or tax adviser. Material provided by J.P. Morgan is not intended to provide, and should not be relied on for, accounting, legal, estate planning or tax advice nor does it provide investment advice unless specifically contracted for.

Individual Accounts

Where only one individual appears on the Application or a signature card as the owner of such account, the Account will be treated as a solely owned account. In the event of the Accountholder's death or adjudication of incompetence, we have the right to honor checks or other items drawn against the Account until ten days after we receive actual written notice of death or incompetence, and upon such notice, we may restrict access to the Account until your executor, administrator or other representative of the estate provides the appropriate documentation to us, including a death certificate. To the extent and under the circumstances permitted by the laws of the state governing your Account, upon receipt of actual written notice and proof of your death, the balance in your Account will be paid to the person or entity you designate to "pay on death" ("POD") or whom you designate as a POD payee or beneficiary on your Account's signature card, Application, or other form provided by us.

Joint Accounts

Unless the signature card or Application provides otherwise, where two or more individuals are designated or appear on a signature card or Application as owners of such Account, then as between them, they will be treated as joint tenants with rights of survivorship. For any joint account where a joint owner has died, we need not release funds in the Account until all legal documents are delivered to us. You will notify us of the death of any joint owner and reimburse us for any tax we may be required to pay by reason of our payment or release of funds in the Account. Certain states also permit married residents to own property as community property or as tenants by the entirety. These forms of ownership have different attributes than ownership as joint tenants with right of survivorship. You must consult your own legal advisor about which type of account is best for you.

Any joint owner may close the Account. We may, at our sole discretion, act upon the instructions of any joint owner, including an instruction to withdraw funds or add a signatory to the Account, without the consent of the other joint owner. However, we are under no obligation to follow such instruction, and may refuse to do so without liability. We also may pay all or any part of the funds in the Account to any of the joint owners upon request of that joint owner or to a court or governmental agency upon receipt of a garnishment order, tax levy or similar legal process identifying any one of the joint owners.

Any Accountholder may grant a security interest in a joint account without the consent of the other owners. All joint owners will be jointly and severally liable for all Obligations, whether or not that particular owner incurred the Obligation or received benefit from a transaction which resulted, directly or indirectly, in such Obligation.

For deposit accounts, we may refuse to accept items for deposit or to pay withdrawals on the signature of any one of several joint account owners if we receive a written request not to do so from any joint account owner. After we receive such written request, we may refuse to honor any check, draft or demand upon the account by any of the joint account owners, including the one providing the request to us, unless all of the joint account owners concur in the withdrawal of funds from the account. In the event we receive such a written request, we shall be relieved of any and all liability to every joint account owner for failure or refusal to honor any check, draft or other demand for payment or withdrawal unless all of the joint account owners join in the drawing or other request. This shall not affect transactions previously completed.

Each joint owner appoints each of the others as such joint owner's agent and attorney in fact with power to endorse and deposit items payable to such joint owner in the joint account. If a joint account is established without the signature of the other joint owner, you will hold us harmless for our reliance upon the designation of the other as a joint owner.

If you hold an investment through your Account which is entered into under a separate agreement, for example, an investment in a hedge fund, the agreements governing such investment may impose terms and conditions on investors that are at variance with the characteristics of the type of joint account you have selected. You agree that the terms and conditions in such investment's governing documents supersede and prevail over this Agreement. However, this Agreement governs any proceeds distributed to the Account as a result of such investment, including, without limitation, liquidation proceeds.

Accounts for Minors

The custodian of an Account opened for a minor under the Uniform Transfers or Gifts to Minors Act controls the Account, but the designated minor is the owner of the funds in the Account. The Social Security number of the minor is to be used for income tax reporting. The gift to the minor is irrevocable. The Account cannot be pledged as collateral for a personal loan to the custodian nor checks cashed against the Account, except as otherwise permitted by law. When the minor reaches the age mandated by law, the custodian is charged with disbursing the funds to terminate the custodianship.

Deposit Account ("Totten") Trusts and Representative Payee

If a deposit account is established as "in trust for" ("ITF") or as trustee for a third person without formal trust documents, the Account may be treated as a Totten Trust account or as otherwise required by the laws of the state where the deposit is located.

If you have opened the account as a Representative Payee for receipt of certain federal benefits on behalf of a beneficiary, you agree that you will cause to be deposited into the Account only those benefits payable to the beneficiary. The Bank is neither obligated to ensure that only those eligible federal benefits are deposited into the Account, nor does it have a duty to determine whether any withdrawals or transfers from the Account are for the benefit of the beneficiary. If the beneficiary dies, you agree to (a) promptly notify the Bank, (b) no longer permit further deposits to the Account, (c) promptly notify the Bank if any such deposits are made, and (d) maintain sufficient available

balances in the Account from which any benefit payments may be reclaimed by the applicable U.S. Government agency. If the Bank is unable to debit the Account or if there are insufficient available funds in the Account from which to debit the full amount of any reclamation by the government, you authorize the Bank to offset any account owned by you or the beneficiary for any amounts reclaimed by the applicable U.S. Government agency.

Transfer on Death Accounts
Securities in an Account designated as "Transfer on Death" ("TOD") will be held for the benefit of the beneficiaries you designate on the Application. Upon the death of the last surviving Accountholder, ownership of the Securities passes to those beneficiaries, not the deceased Accountholder's estate. If there are two or more beneficiaries, they will hold as tenants in common. If no beneficiary survives the death of all Account owners, the Securities will be part of the last surviving owner's estate. TOD Accounts may not be available in all States and are available only for Accounts eligible to hold Securities.

2. Your Representations and Warranties
All information provided in the Application or otherwise given to us from time to time is accurate, true and complete.

For individual and joint accounts, the identified Accountholders are the beneficial owners. For entity accounts, beneficial ownership is as you have told us. You will notify us immediately if the beneficial ownership of any Account changes.

If you are a natural person, you represent and warrant that you are of the age of majority according to the law of your place of residence and of the place of your Accounts.

If you establish the Account when acting in a fiduciary capacity, (i) all beneficial interests in the estate, trust or Account for which you are a fiduciary are owned by individuals or by non-profit organizations; and (ii) you are legally empowered to enter into and perform this Agreement in such capacity.

If the Account is to be maintained in the name of a sole proprietorship, (i) you are the sole owner of the sole proprietorship; (ii) the sole proprietorship is doing business under the name and style of, and at the location, given in the Application; (iii) you will be personally responsible for any debts, deficiencies or overdrafts in the sole proprietorship Account; and (iv) checks drawn on the sole proprietorship's Account may be debited against any Account you hold, in your individual name or jointly, with us.

For Accounts opened other than by a natural person, (i) the Accountholder has the power to enter into and perform under the Agreement, (ii) all necessary actions have been taken and approvals received in accordance with its organizational documents and applicable law and regulation, and (iii) the Accountholder is duly organized and in good standing in the jurisdiction in which it is organized. The persons signing the Application have the authority to bind the Accountholder to the Agreement.

We may rely on these representations and warranties, which are made as of the date of the Agreement and which will continue until the Agreement is terminated.

3. Authorized Instructions
Authorized Persons on your Account are those indicated on your Application, any resolution, or other separate written authorization related to the Account that you deliver to us. You agree to be bound by all instructions that we believe are authorized and to have been given by an Authorized Person, regardless of how those instructions have been transmitted, and no Morgan Affiliate will be liable for any loss, cost, or expense for acting on such instructions. Until you or another Authorized Person has revoked the authority of an Authorized Person in writing, Authorized Persons shall continue to be Authorized Persons. You authorize us to accept instructions by telephone, facsimile transmission, in writing or any other method that you may agree to use but understand that we are not required to accept instructions by any such media.

You agree to be bound by any facsimile or other electronically transmitted signature that we in good faith believe to have been transmitted by you and that such signature will evidence your agreement or consent and will be legally binding, enforceable and the legal equivalent of your handwritten signature.

4. Monitoring Conversations
You agree that so long as your Account is open, we may monitor or record conversations and telephone calls (should we elect, in our discretion, to do so) that you have with our employees or agents for the purpose of verifying transactions, quality control, or for other business reasons. You waive any notice other than this provision that your communications shall or may be recorded at any time.

5. Telephone and Electronic Communications
For deposit accounts, if you provide us with your cell phone number as a contact number for your Account, you agree that we may call that number with service messages, including calls via an autodialer or prerecorded calls, notwithstanding any state or federal law or regulation that would otherwise prevent us from engaging in this activity without your consent.

Confidentiality and integrity of messages via email, facsimile, or other electronic media cannot be assured, and electronic media may not always transmit correctly, so you will not assume we have received a message via such media if we do not respond within a reasonable time. You understand that messages left on a voice-mail system may not be collected immediately for various reasons and, again, you will not assume we have received a message if we do not respond within a reasonable time. You understand that we do not accept securities, money transfer, or other instructions sent by electronic media, and will not be responsible for them. If we agree to accept instructions you send by such media, you accept that you do so at your risk, in accordance with this paragraph and Section 3 above. We may record and monitor communications via electronic media similarly to telephone conversations, as explained above.

6. Statements and Confirmations; Balancing and Holding Information
We will provide you with periodic statements detailing the activity that occurs in your Accounts. J.P. Morgan Securities LLC (JPMS) will confirm Brokerage Account transactions when required by applicable law and regulation. You will not receive confirmations relating to your Investment Management Account activity or accounts opened for you with Third Party Managers. All statements and advices will be sent to you by mail at the address last recorded by us unless you make other arrangements. This address must be one where you or someone you have authorized to receive communications on your behalf actually receives communications. You will notify us in writing of any address change.

You agree that you must review statements and confirmations promptly and notify us immediately of any errors, omissions, improper payments, or transfers. Unless otherwise provided by applicable law or regulation or specifically provided elsewhere in the General Terms or any Account Agreement, you agree that you cannot make a claim against us based

on any error, omission, improper payment or transfer disclosed by a confirmation or statement if you fail to notify us of it within three (3) Business Days after its delivery in the case of a confirmation, and within thirty (30) Business Days after its delivery in the case of a statement.

Responsibilities with respect to periodic statements covering Deposit Accounts are identified in the Deposit Account Agreement.

Asset values on periodic statements come from our proprietary pricing models or external pricing services that we select and may rest on estimates and assumptions we make about relevant future market conditions and other matters, all of which are subject to change without notice. Such changes may have a material impact on valuations, and valuations based on other models or different assumptions may yield materially different results. Statement valuations may not represent the actual or indicative terms for new transactions or for liquidation of existing transactions, and may vary from valuations used by us for other purposes. Accordingly, you will not use your statements as the sole basis for valuing your assets, and you will seek advice from your accountant or attorney about using statements to prepare tax returns, financial statements, regulatory reports, or for other purposes. You agree that we and Morgan Affiliates shall not be liable for losses, costs, expenses or damages (incidental, special, consequential, compensatory, punitive, or otherwise) arising out of any use or reliance on any valuation of any asset set forth in a periodic statement or other document.

Balances and Account holdings change on a frequent basis. Information about the amount of your balance or holdings will be as of a given time, and there is no assurance that the same balance or holdings will be in your Account at the time the checks that you write are presented for payment. You hereby waive any claims against us based on balance and holdings information provided to you orally, electronically or in writing or to a third party on your behalf.

7. Security Interest; Right to Debit and Setoff

In order to secure payment when due of any and all Obligations under this Agreement to us or any Morgan Affiliate, you pledge and grant to us and each of them a continuing security interest in the Collateral. This security interest shall apply to any Collateral (and proceeds thereof) now or at any time in the future held in or credited to any Account or other accounts maintained for you. You acknowledge and agree that where we or any other Morgan Affiliate holds Collateral or is a securities intermediary in respect of any Collateral, we each hold the Collateral for ourselves and also as agents for all other Morgan Affiliates who are secured parties hereunder pursuant to the Intercompany J.P. Morgan Securities Account Control Agreement among various Morgan Affiliates as amended or restated from time to time. At any time that you have not met any Obligation under this Agreement we may liquidate, sell or transfer all or any portion of the Collateral to satisfy that Obligation in whatever priority we choose in our sole discretion; exercise all rights and remedies we have under applicable law with respect to the Collateral; or, exercise any other rights or remedies we have under other agreements or applicable law.

If you have a line of credit connected to an Asset Account, this security interest is in addition to any security interest that you have granted in connection with that line of credit.

In addition, we may, without prior notice or demand, apply or setoff the funds in your Account at any time to pay off any Obligation, whether direct or indirect, you have to a Morgan Affiliate that provides products or services under this Agreement. If the Account is a joint account, the funds in the joint account may be used to pay the Obligations of a single Accountholder. A hold against the Account (to the extent of our right of offset) may be imposed rather than an immediate debit of the funds. Any of your assets or your Obligations may be transferred within and among Morgan Affiliates in order to effect the rights in this Section. You acknowledge that your Account is a general account and not a special purpose account.

8. Fees

You agree to pay all fees, charges and commissions associated with this Agreement and the Accounts and services we provide to you. We are authorized to charge your Accounts directly for payment for all applicable fees contained in the fee schedules in effect from time to time, which are available upon request.

9. Error Corrections

We have the right to correct all errors that arise in your Accounts without prior notice to you, including debiting your Accounts for any sums or positions incorrectly existing therein and correcting errors with respect to Account holdings or balances. We may also reverse any provisional credits or recredits. We may take these actions even if they result in a debit balance or overdraft.

10. Credit Reports

We may request credit reports on you in connection with your Application for an Account or in the future in connection with an update, renewal or extension of an Account. Upon your request, we may inform you whether we have obtained any such reports and, if we have, we will inform you of the name and address of the reporting agency that furnished the reports to us. Any credit reports that we receive will be deemed to have been obtained by each Morgan Affiliate for its own benefit.

11. Limitations on Responsibilities and Liabilities; Indemnification

We shall be responsible for the performance of only those duties that are set forth in this Agreement.

Except as otherwise provided by law, our sole liability and that of Morgan Affiliates to you, your heirs, legal representatives, assigns or any other party for any wrongful act or failure to act in connection with any of the products or services provided to you shall be any direct damages you incur because of our gross negligence or willful misconduct. Direct damages will be limited to the amount of any funds or the fair market value of any property lost because of such gross negligence or willful misconduct, together with compensatory interest and a credit for our fees with respect to any relevant transaction. Under no circumstance shall we be liable to you or any other person for any services provided by third parties (e.g., clearing agencies, central depositories, communications carriers) or for any indirect, incidental, special, or consequential damages, regardless of the form of action and even if we have been advised of the possibility of such damages. We disclaim any and all warranties, whether express or implied, including but not limited to all warranties of merchantability or fitness for a particular purpose.

We will not be responsible for losses caused directly or indirectly by events or conditions beyond our control, such as war, acts of terrorism, natural disasters, government restrictions, strikes, a failure of public utility, communication, computer, equipment or other systems, a failure or delay in receiving electronic data or any law, legal or regulatory requirements, exchange or market rulings, or suspension of trading.

You will indemnify and hold all Morgan Affiliates providing products or services under the Agreement harmless from any claim, loss, liability, or expense, including, without limitation, collection costs, reproduction and search costs and

the reasonable fees and disbursements of counsel and other advisers incurred by them (i) in rendering services hereunder; (ii) if you breach the Agreement; (iii) if a third party brings a claim, suit or proceeding against a Morgan Affiliate because it provided products and services to you, or (iv) resulting from a subpoena, administrative order, court order, levy, garnishment, attachment or other legal process affecting the Account. You will not be required to indemnify any Morgan Affiliate if the claim, loss, or liability results from its gross negligence or willful misconduct.

12. Taxes
You will be responsible for the payment of all taxes relating to your Accounts. You will reimburse us and all Morgan Affiliates on demand for any transfer taxes, documentary taxes, assessments or charges that are imposed at any time on or in connection with this Agreement and shall indemnify us and them against liability for any such tax (including any interest and penalties). We are authorized to deduct from any cash receivable credited to your Accounts any taxes or levies required to be deducted by any revenue or governmental authority for whatever reason with respect to your Accounts.

13. Abandoned or Inactive Accounts
Unless you make a transaction in your Account from time to time or notify us in writing that you know your Account still exists, state law may require us to send the Property in the Account to the applicable state as abandoned property.

The applicable state is generally the state of your last known address as shown on our books and records, or the state of the JPMCB address where your Account is maintained if your address is outside the United States. After the turnover, the funds must be reclaimed from the applicable state. Your Account may be charged for certain expenses incurred in remitting funds to any state. These charges are not refundable.

14. Retention of Assets; Disputes over Account Assets
We may refuse to pay out any money or transfer or distribute Securities or other Property from your Accounts (i) in the event of your death or the death of any co-Accountholder, until we are fully satisfied, in our sole judgment, that we will have no resulting liability or potential liability for any estate tax, gift tax or other tax, or (ii) upon receipt of oral or written notice of a claim regarding the Account, until we have a court order or the written consent of all required parties. We also may place a hold on the Account or we may file an action in interpleader. You agree to reimburse us for any expenses, including reasonable attorneys' fees that we incur because of any dispute, including any incurred without litigation. We are not required to determine whether a dispute has merit in order to take one of the actions permitted by this section.

15. Termination
Either of us may terminate this Agreement or some or all of the products, features and services provided at any time upon notice to the other. However, any security interest in Collateral, or any other setoff rights against your Accounts or Property will not terminate until you have satisfied indefeasibly and in full all your Obligations, whether arising before or after termination. Termination of one or more of the services and features of an Account may result in the cancellation of some or all of the features or privileges described in this Agreement. You understand that you remain responsible for all charges, debit Items or other transactions initiated or authorized by you or Authorized Persons, whether arising before or after termination.

16. Compliance with Laws
You certify that you have observed and will continue to observe all laws and regulations that apply to your activities and relationship with us or any Morgan Affiliate.

17. Rules and Regulations
Your transactions will be effected in accordance with our internal rules and policies, the applicable rules, regulations, customs, and usages of any exchange, market, clearinghouse, or self-regulatory organization, and all applicable federal and state laws, rules, regulations, and treaties.

18. Governing Law; Jurisdiction
Except as otherwise provided, or insofar as preempted by federal law, this Agreement shall be governed by the law of the State of New York without giving effect to its choice of law or conflict of laws provisions (other than Section 5-1401 of the New York General Obligations Law).

Deposit accounts shall be governed by the law of the place where each deposit account is located.

Under federal law, deposits that you maintain in any JPMCB branch located outside of the U.S. are not insured by the Federal Deposit Insurance Corporation ("FDIC"); are subject to cross-border risks; and enjoy a lesser preference, as compared to deposits held in the U.S., in the event JPMCB should be liquidated, become insolvent or be placed into receivership or be subject to other proceedings for the benefit of creditors.

This Agreement varies applicable law or regulation to the maximum extent permitted under any such law or regulation. Any provision of applicable law or regulation that cannot be varied by agreement or notice shall supersede any conflicting term of this Agreement. If any provision of this Agreement is held to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

You submit to the exclusive jurisdiction of any federal or state court located in the county where the office holding your Account is situated for all legal proceedings arising out of this Agreement. You irrevocably waive any objection of inconvenient forum that you may now or later have.

19. Waiver of Jury Trial
To the extent permitted by law, we and you knowingly, voluntarily and irrevocably waive all right to trial by jury in any action, proceeding or counterclaim, of whatever type or nature, including but not limited to actions in contract or tort, arising out of this Agreement or the relationship established by this Agreement.

You acknowledge that this jury waiver is a material inducement to us to enter into this agreement and acknowledge that no representative of ours has represented (expressly or otherwise) that we might not enforce this jury waiver in the event of litigation.

20. Use and Exchange of Nonpublic Personal Information
The J.P. Morgan Privacy Policy governs the use and exchange of nonpublic personal information about you, including by Morgan Affiliates.

21. Successors and Assigns; Subcontracting
This Agreement shall be binding upon and inure to the benefit of each of us and our successors, assigns, heirs, and representatives. You will not assign any of your rights or obligations under this Agreement without our prior written consent. Except where prohibited by applicable law or regulation, each Morgan Affiliate providing accounts and services under this Agreement may assign its rights and obligations under this Agreement, or grant participations in its rights, such as its rights as a creditor, to any other party without notice to you or your consent. You agree that each Morgan Affiliate may arrange for another Morgan Affiliate or other entity to perform on its behalf any act required to be performed by such Morgan Affiliate under this Agreement.

22. Entire Agreement, Amendment, Waiver, and Construction

This Agreement contains the entire agreement between you, us and all Morgan Affiliates for the Accounts and services described and supersedes any prior oral or written agreements relating to the Accounts opened and services contracted for. No prior conduct, past practice, or oral statement by our officers or employees will modify your or our obligations under the Agreement. If there are any conflicts between the General Terms and any product Agreement contained in this document, the product Agreement shall prevail. This Agreement and our fees and charges may be amended, and we may modify any aspect of an Account, at any time following notice sent to you by ordinary mail. We do not waive any right under this Agreement or under applicable law because we delay in exercising that right. If we exercise any single or partial right, we may exercise or further exercise that right or any other right or remedy at a later time. Our rights are cumulative under this Agreement and do not exclude any rights or remedies provided by law. No ambiguity in any provision of this Agreement shall be construed against us by reason of the fact that we or our legal counsel drafted such provision.

23. Definitions

"AC Fund" means a mutual fund which American Century Investment Management Inc. ("ACI") advises or to which it provides other services for which it is separately compensated. JPMorgan Chase & Co. has an equity interest in ACI.

"Agreement" means these General Terms, the applicable Agreements for Accounts and Services for the products and services you select, all relevant appendices, the Application, any supplemental forms you are asked to complete, and rate and fee schedules, all as the same may be amended or supplemented from time to time.

"Application" means the application you have signed with respect to the Accounts and this Agreement, any supplemental or additional applications (including those amending or replacing a prior application) for products and services offered by J.P. Morgan. Your Application includes any agreements or applications you signed or submitted to a predecessor of a Morgan Affiliate, and further means any information you have given in writing to us or a predecessor of a Morgan Affiliate related to these products and services.

"Authorized Persons" means you and those persons who have been authorized by you to act on your behalf in connection with an Account.

"Business Day" unless otherwise specified in the Agreement means a day on which a relevant Morgan Affiliate is generally open for the conduct of substantially all of its business functions. For any Morgan Affiliate that is an insured depository institution, a Business Day is any day other than Saturday, Sunday, or a legal holiday where the Morgan Affiliate is located.

"Collateral" means all of your rights, title, and interest in and to any Deposit Accounts, or in and to any Property maintained in any other Account identified as Collateral on any Application or otherwise, and any proceeds thereof and substitutions and additions thereto.

"Item" means any check, draft and other negotiable instrument, including a substitute check, deposited to your Account or cashed, automated clearinghouse ("ACH") entry and all other types of external and book-entry funds transfers.

"JPMCB" means JPMorgan Chase Bank, N.A.

"JPMS" means J.P. Morgan Securities LLC.

"JPM Fund" means a mutual fund or other collective investment fund which a Morgan Affiliate advises or to which it provides other services for which it is separately compensated.

"Line of Credit" means the line of credit we may provide to you as part of the Asset Account.

"Morgan" or "Morgan Affiliate" means JPMorgan Chase & Co. or any entity controlled by, controlling, or under common control with JPMorgan Chase & Co. For the purpose of this definition, "control" means ownership of more than 50% of the voting securities of an entity or the ability to elect a majority of the board of directors or other governing body of such entity.

"Obligations" means all obligations of payment or performance, whether joint or several, contingent or otherwise, that you have to a Morgan Affiliate arising under the Agreement or any other agreement relating to products or services offered by or through J.P. Morgan, including but not limited to agreements for borrowed money, guarantees, letters of credit, floors, collars, swaps, options, foreign exchange transactions (or any similar transaction or combination of these types of transactions), overdrafts and shortfalls of any kind, no matter how arising, as well as obligations to pay fees, to provide information, to make accurate representations and to provide security.

"Property" means, but is not limited to, Securities and securities entitlements of all kinds, money, deposits, bankers' acceptances, commercial paper, contract rights of all kinds, accounts, goods, documents, general intangibles, chattel paper, commodities and commodity interests and the distributions, proceeds, products and accessions of and to the above.

"Security" or "Securities" means any share (including a mutual fund share or unit of a unit investment trust), stock, bond, debenture, note, certificate of indebtedness, warrant, option, interest, or other security (whether represented by a certificate or by a book entry on the records of the issuer or other entity responsible for recording such book entries), and any security entitlement in respect of any of the foregoing.

ACCOUNTS AND SERVICES RELATING TO ASSETS HELD BY JPMORGAN CHASE BANK, N.A. AND AFFILIATED BANKS

ASSET ALLOCATION ADVISORY SERVICES

Upon your request, JPMCB or an affiliated bank (a "Bank") will advise you about the allocation and management of your investments and cash under management or held by JPMCB or Morgan Affiliates. The Bank also may, in consultation with you, present to you investment ideas and strategies for assets held or managed by other financial institutions to the extent you disclose such assets in writing to the Bank.

The Bank may advise and assist you in the preparation of an investment plan based upon information provided by you. Such investment plan documents the Bank's understanding of, among other things, your current wealth picture, investment goals, risk profile and strategic asset allocation with J.P. Morgan, including discretionary assets managed or held by the Bank in an Investment Management Account and self-directed assets traded through JPMS in a Brokerage Account. The Bank will exercise discretion and execute investment ideas in your Investment Management Account based upon written guidelines the Bank and you agree to if consistent with applicable fiduciary standards. JPMS will execute trades in Brokerage Accounts and will sell you alternative investments (hedge funds, private equity funds, funds of such funds, structured products, and the like) based

upon your prior express direction and if applicable suitability standards, documentation requirements, and other relevant considerations have been fully satisfied.

You will review your investment plan from time to time and notify the Bank if you believe any information contained therein is incorrect or does not reflect your investment goals, risk profile, desired asset allocation and/or other considerations addressed therein. Rebalancing decisions and directing the movement of assets between your Accounts are your sole responsibility and neither the Bank nor JPMS will do so except pursuant to your express direction.

From time to time the Bank may recommend changes in your investment plan. No changes in such plan shall be effective unless agreed to in writing by you. Until notified in writing by you, the Bank is entitled to rely upon the most recent investment plan that you have adopted.

Asset allocation services are subject to the General Terms for Accounts and Services and Appendices contained herein (the "General Terms"). Capitalized terms not otherwise defined in this Agreement have the meanings given to them in the General Terms. To the extent there are any conflicts between the General Terms and this Agreement, this Agreement shall prevail.

ASSET ACCOUNT AGREEMENT

The Asset Account is a group of accounts and financial services that can be linked together. Account activity and holdings will be reported on an integrated and comprehensive statement. The following accounts and services may be linked:

- An automatic sweep of deposits and uninvested cash balances into a deposit account at a Morgan Affiliate that is an insured depositary institution or a JPM Fund that is a money market mutual fund;
- A Custody Account which will hold Securities and other Property;
- Direct purchase of JPM Funds and AC Funds;
- Banking services:
  1. check writing capability
  2. an ATM or debit card ("Banking Card") issued by a Morgan Affiliate for use to withdraw funds from an Account or to make purchases at participating merchants
  3. electronic banking and funds transfers services, including information about the Asset Account
- A discretionary line of credit; and
- An optional brokerage account with JPMS.

Each of these is described in more detail below.

1. Automatic Sweep of Deposits and Uninvested Cash Deposit Sweep

Uninvested cash balances and new cash deposits will be transferred automatically to a deposit sweep (a "Deposit Sweep") on a daily basis. Deposits will be held on your behalf by your custodian with Chase Bank USA, N.A. or JPMorgan Chase Bank, N.A., wholly owned subsidiaries of JPMorgan Chase & Co. The Deposit Sweep rate is established on the basis of various market factors including short-term rates, federal funds rates, LIBOR and competitors' rates. At any time and at our discretion, how the rate is determined on the Deposit Sweep may change. This rate may be tiered based on the balances in your Accounts.

Interest will be compounded, calculated monthly using the average daily balance method, and credited to your Account on the first day of the month. The average daily balance method applies the average daily periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. Interest will begin to accrue on the first business day that funds are swept into the Account.

The interest rate and annual percentage yield (APY) applicable to the Deposit Sweep on the date your Asset Account is opened will be set forth on a "rate sheet" or other interest rate disclosure provided when the Asset Account is opened. The interest rate disclosure is considered part of this agreement.

The Deposit Sweep is insured by the Federal Deposit Insurance Corporation ("FDIC") for the standard insurance amount of $250,000 per depositor, per insured bank, for each account ownership category. The $250,000 limit on FDIC insurance generally represents the aggregate coverage available to an individual for all deposit accounts held in a custodial capacity on the individual's behalf at any particular insured financial institution. If the combined balances of your Deposit Sweep and any other single ownership categories that you have with the same bank exceeds $250,000, your total FDIC coverage for all single ownership categories with the same bank will be limited to $250,000, but if you have funds in a different insured depository Morgan Affiliate, those funds will be covered separately. Funds in a Deposit Sweep in excess of $250,000 will be uninsured.

You understand that the Bank may receive certain benefits from having client cash balances sweep into deposit accounts. For example, Chase Bank USA, N.A. and JPMorgan Chase Bank, N.A. will obtain additional liquidity from clients' deposits.

Money Market Sweep Fund

Instead of the Deposit Sweep, uninvested cash balances and new cash deposits can be swept to a dividend-paying money market mutual fund (the "Money Market Sweep Fund") offered by a Morgan Affiliate so long as the selected Money Market Sweep Fund is available to accept funds for investment. Funds that are to be invested in a Money Market Sweep Fund will be held in a single consolidated JPMorgan Chase Bank, N.A. account overnight and invested in the designated Money Market Sweep Fund on the morning of the next business day. In the event of a failure of JPMorgan Chase Bank, N.A. on the day that the balances are swept from the beneficial owner's account to the single consolidated JPMorgan Chase Bank, N.A. account, the balances will be considered deposits by the Federal Deposit Insurance Corporation (FDIC) and will be insured by the FDIC under its applicable insurance rules and limits. However, if JPMorgan Chase Bank, N.A. were to fail on the next business day, when the balances are invested in the Money Market Sweep Fund, the balance will not be considered deposits by the FDIC, and the beneficial owner's swept balances will be treated in one of two ways: (i) if the failed JPMorgan Chase Bank, N.A.'s assets were transferred to an acquiring institution, the swept balances will be returned back into the client's account on the business day following the failure of JPMorgan Chase Bank, N.A.; or (ii) if the failed JPMorgan Chase Bank, N.A. will be dissolved, the client will receive a check or other payment from the FDIC to reacquire the client's allotted interest in the Money Market Sweep Fund in accordance with FDIC's normal procedures.

We have no duty to supervise any Money Market Sweep Fund and have not provided you with any investment advice or recommendation nor are we responsible for any act or omission, or the solvency of, any Money Market Sweep Fund. The transfer agent or distributor of the Money Market Sweep Fund has the sole responsibility to provide information to you about it. In certain states, money market mutual funds are marketed through J.P. Morgan Securities LLC.

Money Market Sweep Funds are mutual funds. Mutual funds are Securities. Securities are not bank deposits and are not FDIC insured nor are they obligations of or guaranteed by JPMorgan Chase Bank, N.A. or its affiliates or any federal or state government or government agency or government sponsored agency. Securities involve investment risks, including the possible loss of the principal amount invested.

Although the Money Market Sweep Fund seeks to maintain a stable net asset value of $1.00 per share, there can be no assurance that it will continue to do so. The prospectus for a Money Market Sweep Fund should be reviewed before a decision is made to invest.

You appoint us, or our designated Morgan Affiliate, as your attorney-in-fact with full power and authority to purchase or redeem shares of the Money Market Sweep Fund or otherwise to effect transactions with your Money Market Sweep Fund as instructed by you, or to discharge any Obligation you owe to us or a Morgan Affiliate, or as required by the prospectus of the applicable Money Market Sweep Fund, or otherwise in accordance with this Agreement.

We are not obligated to continue to provide money market sweep services during any time that the Sweep Fund you select is not available to accept collected balances for investment.

Withdrawals from Your Sweep Account
We may refuse withdrawals from the Deposit Sweep or the Money Market Sweep Fund if funds are not available, or if the Account is pledged as collateral in respect of an outstanding Obligation or otherwise, or if we suspect legal violations, fraud, impropriety, or other irregularity, or if we are served with legal process affecting your Account. If there are insufficient funds in the Deposit Sweep or the Money Market Sweep Fund we may, at our discretion, transfer funds to cover any debit from proceeds of a loan drawn on the Line of Credit, if you have a Line of Credit.

On any day, and subject to the limitations described in this Agreement, you can withdraw the total balance of (i) the available balance in the Deposit Sweep or Money Market Sweep Fund, and (ii) if there is no available balance, at our discretion, the unused portion of your Line of Credit. In the event that the total balance is zero or less or in any other circumstance when funds cannot be transferred to cover debits or withdrawals that would result in an overdraft, we will have no obligation to honor any withdrawal, debit, or instruction to transfer funds, including payments for purchases of Securities or other Property. In the event that your action creates an overdraft and we agree to pay it, you will pay the entire amount of such overdraft balance immediately. Interest will be charged on such overdraft at a rate computed in accordance with our current rate schedule.

2. The Custody Account
Custody Accounts are maintained at the Morgan Affiliate determined to be most convenient when an Account is opened. The Morgan Affiliate with which your Custody Account is held is identified on your monthly statement.

Terms of Custody
We will record, on our books, your interest in Property that we hold directly or indirectly for your account as your custodial agent. Property may be held through one or more sub-custodians or securities depositories we select and may be registered in the name of our nominee, or in the name of the nominee of any depository or sub-custodian that we use. Your Securities may be treated as fungible with all other securities of the same issue pursuant to the provisions of applicable law.

We will make purchases, sales, and deliveries only in accordance with instructions given by you or an Authorized Person, but we are not obligated to make payments for purchases unless the total balance of your Deposit Sweep or Money Market Sweep Fund (collectively, a "Sweep") and/or Line of Credit (if we permit you to use your Line of Credit to purchase Securities) can cover the payment. If, however, we do make a payment on your instruction which exceeds the total balance, you will reimburse us immediately for the amount of the excess. We are not obligated to exchange or transfer Securities unless sufficient Securities actually are in the Custody Account and available for delivery.

We may, in our discretion, hold non-U.S. dollar currencies in your Account to effect transactions denominated in non-U.S. dollar currencies. We may convert one currency into another at any time and without prior notice at the current market rate for spot foreign exchange transactions or for forward foreign exchange transactions as reasonably determined by us or any Morgan Affiliate in our or its sole discretion. Deposits may be held, and transactions effected through, an account with an affiliate or another bank in the country where such currency is the lawful currency or in other countries where such currency may be lawfully held on deposit.

We will receive distributions of dividends, interest, stock, rights, and other similar payments and distributions with respect to Securities, present for payment maturing Securities and those called for redemption, sell any fractional interests in Securities resulting from a dividend of Securities, in all cases net of any applicable taxes or other charges withheld by the maker of such payment or distribution, and deposit funds received in your Asset Account.

We will exchange temporary certificates for definitive ones, or obtain new certificates if the par value of any shares is changed.

We will notify you of the following: (i) any rights offering by an issuer of Securities, and if we are not instructed how to exercise rights under an offering by the applicable deadline, then consistent with local market practice and applicable law, the rights will be sold in the principal market and the proceeds of sale deposited in your Asset Account; and (ii) the partial redemption of any Securities, and if your Securities are part of a fungible mass, we or the sub-custodian or securities depository may select the securities to participate in partial redemptions, partial payments, or other actions affecting less than all securities of the relevant class in any nondiscriminatory manner that you or it customarily uses to make such selection.

Promptly after receipt we will forward to you communications relating to any Securities held in your Custody Account that call for voting or other specific action (including materials relating to legal proceedings intended to be transmitted to holders of the Securities). With respect to any corporate events not listed above, we may (in the absence of an instruction from an Authorized Person within any prescribed deadline) take any action that we consider appropriate under the circumstances, provided that we will not be obligated to take any action with respect to any corporate event or any legal proceedings involving holders of Securities.

Unless you have instructed us otherwise in writing, or unless such release is mandatory or otherwise in accordance with these General Terms, we will not release to issuing companies your name, address, and share positions, in compliance with applicable laws.

You will be solely responsible for compliance with any notification or other requirement of any jurisdiction affecting your beneficial ownership of Property, and we will not be liable for your noncompliance with those requirements.

In some securities markets and cash clearing systems, deliveries of Securities and cash may be reversed under certain circumstances. Accordingly, credits of Securities and/or cash to the Custody Account are provisional and subject to reversal if, in accordance with relevant local law and practice, the delivery of the Securities or cash is reversed.

Appointment as Agent: Authorization
You appoint us, or our designated Morgan Affiliate, as your agent and authorize us to represent you in every respect, in your name and place, with regard to our acting as your agent pursuant to this Agreement. By way of example, but not by way of limitation, we or the appropriate sub-custodian are authorized to execute endorsements, assignments, or other instruments of conveyance or transfers of Securities or other

Property in the Account and to execute any other documents deemed necessary or desirable and proper in connection with our provision of services under this Agreement. Our signature or that of the appropriate sub-custodian, as well as any and all declarations or other documents, will be fully binding on you, and you will be fully liable for any and all dispositions made by us. This power is coupled with an interest and will survive your disability or incompetence. Our appointment as agent pursuant to this paragraph will not be understood to impose upon us any additional duties not expressly undertaken in this Agreement.

We, in our sole discretion, are also expressly authorized to employ agents and sub-agents in connection with our provision of services under this Agreement and pay reasonable compensation to such agents and sub-agents directly from the Account.

Standing Broker Transactions
We are authorized to accept and act on all instructions received from JPMS to either receive or deliver Property against payment into or from your Custody Account and to take funds from your Deposit Sweep or Money Market Sweep Account to pay for any transaction, service, or other fee on behalf of JPMS. You agree to assume all risks that may result from any action we take in reliance in good faith on instructions from JPMS. You will not send us separate settlement instructions for your Securities transactions.

We are authorized to receive from or deliver to any broker Securities as specified by the broker through the Depository Trust Company ("DTC") Interactive Institutional Delivery System. We will accept instructions through DTC from any broker and will automatically affirm and settle for your Custody Account each Securities transaction when your broker provides information to us through DTC's Interactive Institutional Delivery System or any other electronic execution, affirmation, confirmation, or delivery system for Securities in common use in the relevant market or markets for any particular instrument that we determine to be appropriate under the circumstances in our sole discretion. In carrying out these transactions, your broker will furnish you with confirmations directly and your broker will be responsible for the accuracy of the trade and any other transaction details.

3. Direct Purchase of JPM Funds or AC Funds
Subject to applicable law, you may purchase shares directly in one or more JPM Funds or AC Funds. In certain states, however, JPM Funds and AC Funds are available only through JPMS.

Your positions in JPM Funds and AC Funds will appear on your Asset Account statement, and you will not receive a separate statement from any Fund. All cash proceeds of redemptions of JPM Funds or AC Funds will be credited to your Asset Account and transferred to your Sweep. Dividends and capital gains distributions from JPM Funds or AC Funds will be reinvested unless you otherwise notify us at the time of purchase.

4. Banking Services
If you have selected banking services for your Account, uninvested cash held in the Account can be accessed through use of banking services, including checks, a banking card, electronic banking and funds transfer services. The use of banking services is governed by the Deposit Account Agreement; Appendix: Other Banking Services Relating to Accounts; and Appendix: Asset Account and Deposit Account – Funds Availability Policy Statement. You understand that you must also refer to the Banking Card Agreement you will receive when the Card is delivered to you.

Use of the Banking Card by an Authorized Person, presentment of a check signed by an Authorized Person, and requests for funds transfers will be an instruction to us to redeem shares of your Sweep Fund. We are also authorized to redeem the shares in your Sweep Fund to discharge any Obligation you owe to us or any Morgan Affiliate, or as required by the prospectus of the applicable Sweep Fund. This authorization extends to your Sweep Fund only, not to other assets held in the Account.

You may elect to transfer funds into or out of your Sweep Fund or cash on deposit by funds transfers, "Payment Orders" (fund transfers NOT governed by the Electronic Fund Transfer Act) or automated clearing house ("ACH") transactions. If you request us to arrange for domestic and/or international fund transfers and related services, you authorize us to accept such funds transfer instructions from you by telephone, tested telex, facsimile transmission, or in writing or other methods upon which we agree, and to receive funds sent to your Account.

5. Line of Credit
By checking the applicable box for banking services or for a line of credit in the Application, you are requesting us to extend credit to you from time to time as provided for in this Agreement (the "Line of Credit"). You understand that you will have only one Line of Credit, even if you have more than one Custody Account or Brokerage Account. In our sole discretion we will determine your credit limit under your Line of Credit from time to time, which in no event will be greater than the lending value of the Collateral. We have the right to modify the eligibility and lending value of any Collateral in our sole discretion.

JPMCB or another Morgan Affiliate will provide the Line of Credit. The Line of Credit will be extended to, and be an Obligation of, each of the Accountholders (if more than one), and each Accountholder will be jointly and severally liable for the Obligations under this Line of Credit.

The Asset Account statement will show the amounts drawn under your Line of Credit (each, a "Loan"). Subject to the terms of this Agreement, a Loan may be made whenever the cash on deposit and/or Sweep total balance is insufficient to pay an Item, electronic funds transfer (EFT) (as described in the Electronic Funds Transfer Services section of the Deposit Account Agreement) or any other debit. A minimum initial draw amount may be required. You hereby irrevocably authorize us, or our designated Morgan Affiliate, as your attorney-in-fact with full power and authority to effect such borrowing. We may at any time withdraw or modify the Line of Credit and demand repayment of any Loans, without prior notice, even though this may cause Items to be returned unpaid, authorizations for EFTs to be denied, or other debits to be rejected. Each Loan is secured by the Collateral in which you have granted us a security interest as described below.

You agree to repay us ON DEMAND the principal amount of any Loan under your Line of Credit and any related finance charges and other fees and charges in U.S. dollars in same-day funds.

You represent and warrant that you have not requested a Morgan Affiliate to arrange for us to finance your purchase of any Security underwritten or placed by a Morgan Affiliate during the period of underwriting or placement, or for 30 days thereafter, or to provide financing against such a Security as Collateral. You will not use any Loan to purchase shares of a JPM Fund or AC Fund or to purchase or fund capital calls owed in connection with investments in private equity, hedge, or similar funds established, sponsored, advised, managed by, or sold through, a Morgan Affiliate.

Security Interest; Events of Default
In order to secure the payment when due of any and all Obligations under your Line of Credit, you pledge and grant to us a continuing security interest in the Collateral. This security interest will apply to any Collateral (and proceeds thereof) now or at any time in the future held in or credited to any Account or other accounts maintained for you.

You acknowledge and agree that where we or any other Morgan Affiliate holds Collateral or are a securities intermediary in respect of any Collateral, we each hold the Collateral for yourself and also as agent for all other Morgan Affiliates who are secured parties hereunder pursuant to the Intercompany J.P. Morgan Securities Account Control Agreement among various Morgan Affiliates as amended or restated from time to time. We and other Morgan Affiliates have the right to take any further action necessary to perfect our respective security interests in the Collateral. You agree to execute any documents and take other action as we or any other Morgan Affiliate may reasonably request in order to allow us or any other Morgan Affiliate to perfect rights with respect to the Collateral. You appoint us and any other Morgan Affiliate as your attorney-in-fact to act on your behalf to sign and deliver all documents, and to do all acts as may be required to realize upon all rights in the Collateral. Such power is coupled with an interest and will survive your death or disability.

You agree that we will have full control of the Collateral and that any transfer affecting the Collateral is subject to our approval. Any contrary instruction you give will be of no effect regardless of any action we take. You may substitute collateral as long as it is substantially similar to the Collateral originally held by us, provided, however, we may elect not to accept such substitution. If we do not enforce our rights, we will not be deemed to have waived our rights in the Collateral.

"Event of Default" means your failure to pay (whether on demand or otherwise) or meet any Obligation under the Line of Credit; your failure to observe or perform any provision of this Agreement relating to the Line of Credit; your making any materially incorrect representation, warranty, certification or statement to us or a Morgan Affiliate in connection with the Line of Credit; your failure to provide financial information to us if we request it; your death, incapacity or incompetency; any entity that has Obligations under the Line of Credit is dissolved or ceases activity; a material judgment is entered against you; a bankruptcy, foreclosure or insolvency action or proceeding is brought by or against you; a writ or order of attachment or garnishment is made or issued against any of your Property; or a receiver is appointed for a portion of your Property.

At any time that an Event of Default has occurred we may: liquidate, sell or transfer all or any portion of the Collateral to satisfy your Obligations under the Line of Credit in whatever priority we, in our sole discretion, may lawfully choose; exercise all rights and remedies available to us under applicable law with respect to the Collateral we or any other Morgan Affiliate holds; or, exercise any other rights or remedies available to us pursuant to other agreements or applicable law.

Except for such notice as may be required under applicable law, we may make such sale or transfer without notice to you and sell any Collateral in any public, private, or restricted sale. We or any other Morgan Affiliate may be a purchaser at any sale of Collateral under this section. Each purchaser of any Collateral will receive the Collateral free of any right and claim you may have of whatsoever kind, including any equity of redemption, without your prior written consent which you waive.

In the event that we determine additional Collateral is required to meet any margin maintenance, Collateral or similar requirement with respect to any Obligations secured under this Agreement, we are authorized (but are not obliged) on your behalf to instruct any Morgan Affiliate holding Collateral to transfer Collateral, selected by us in our sole discretion, to your Account, in sufficient amount to meet any such requirements. Similarly, if any Morgan Affiliate instructs us to transfer Collateral from your Account to an Account held with it, we are authorized to do so.

In the event that your Loan Balance on any day exceeds your Line of Credit for any reason, you authorize us to (i) liquidate sufficient Collateral and/or (ii) debit your Deposit Sweep, (iii) redeem the necessary number of shares of your Money Market Sweep Account, or (iv) redeem the necessary number of shares in other JPM Funds or AC Funds, as we choose in our sole discretion, and to apply the proceeds to bring your Loan Balance within your Line of Credit.

No provision of this Agreement concerning liens or security interests will apply to your Account or the cash, Securities, or Property therein, to the extent that such application would result in an adverse tax consequence to your Account under any provision of the Internal Revenue Code relating to early distribution or withdrawal of assets held in qualified retirement accounts.

You have the power to grant a security interest in the Collateral and you are the sole owner of or have the right to transfer the Collateral to us, free and clear of all other liens or other restrictions. Upon the transfer of Collateral to us, we will have a valid and perfected first priority security interest in the Collateral and the Collateral will be fully marketable by us without any restriction on transferability, voting or dividends or limitations or restrictions relating to holding period, volume, filing or manner of sale, unless we have previously consented in writing to any restriction.

Interest Charges

You agree to pay interest charges determined as described below, on all Loans or related fees or other charges (collectively, the "Loan Balance") outstanding under your Line of Credit. Interest charges begin to accrue on the day a Loan is made, or a fee or other charge is due, and continue to accrue until the Loan Balance is paid in full.

We will determine the applicable interest charge by applying the Daily Periodic Rate to the Daily Balance of your Line of Credit.

The "Daily Balance" is the beginning balance of a Line of Credit each day plus the amount of any Loans or other debits made during the day minus the amount of any payments or other credits made during the day.

The Daily Periodic Rate and corresponding Annual Percentage Rate are variable rates and therefore may increase or decrease during the billing cycle. The "Daily Periodic Rate" will be equal to the applicable interest rate divided by 360. The applicable interest rate is the rate of interest announced by JPMCB from time to time as our Line of Credit Borrowing Rate (the "Borrowing Rate") in the list of current rates that we have separately provided to you. The corresponding "Annual Percentage Rate" is the Daily Periodic Rate multiplied by 365.

The Daily Periodic Rate and corresponding Annual Percentage Rate increase when the Borrowing Rate increases and decrease when the Borrowing Rate decreases. An increase in the Daily Periodic Rate and corresponding Annual Percentage Rate means you pay a larger interest charge. A decrease in the Daily Periodic Rate and corresponding Annual Percentage Rate means you pay a smaller interest charge. There is no limit on the amount by which the Daily Periodic Rate and corresponding Annual Percentage Rate may change at any one time or over the life of the Line of Credit. If the Borrowing Rate changes, the Daily Periodic Rate and corresponding Annual Percentage Rate will be increased or decreased on the effective date of such change in the Borrowing Rate. The new Daily Periodic Rate will be applied to the Daily Balance beginning on that day. The current Borrowing Rate schedule will be provided to you upon request.

If you fail to pay any Obligation when demanded or due or there is an Event of Default under the Line of Credit, you agree to pay an interest charge at two percentage points (2%) above the applicable rate that would otherwise be in effect.

Without prejudice to your obligation to make payment on demand, you agree to pay all of your interest charges on the first Business Day of each month. Such amount will automatically be paid from your Deposit Sweep or Money Market Sweep Account to the extent there are sufficient available funds. In the event the total balance is insufficient, you agree to pay such interest charges from other sources upon our demand.

Your Line of Credit shall be governed by federal law applicable to JPMCB and the law of the state identified in the address of the account owner in the Application.

Billing Rights: Keep This Document For Future Use. The following sections tell you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find a Mistake on Your Statement
If you think there is an error on your Asset Account statement relating to your Line of Credit, you will send us a letter to:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, 1/OPS3
Newark, DE 19713-2107

In your letter, you will give us the following information:
- **Account.information:** Your name and Asset 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.
- At least three business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing (or electronically). You may telephone us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter
When we receive your letter, we must do two things:
- Within 30 days of receiving your letter, we must tell you that we received your letter. We must also tell you if we have already corrected the error.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the statement was correct.

While we investigate whether or not there has been an error:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on 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.

After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your Asset Account statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your Asset Account statement is correct.

AGREEMENTS FOR ACCOUNTS AND SERVICES OFFERED THROUGH J.P. MORGAN SECURITIES LLC AND J.P. MORGAN ENTITIES

The parties to the agreements set forth below shall consist of the client and J.P. Morgan Securities LLC, its successor firms, present and future direct or indirect subsidiaries, affiliates and assigns with which the client transacts securities brokerage business. (Each affiliate is referred to as a "J.P. Morgan entity" and all J.P. Morgan entities together with J.P. Morgan Securities LLC are referred to collectively as "J.P. Morgan").

JPMS obligations and the Securities sold, offered, or recommended by JPMS are not deposits and are not insured by the Federal Deposit Insurance Corporation ("FDIC"). JPMS is not a bank and is a separate legal entity from JPMorgan Chase Bank, N.A. ("JPMCB") and all other Morgan Affiliates. The obligations of JPMS are not obligations of JPMCB or any other Morgan Affiliate (unless explicitly stated otherwise), and neither JPMCB nor any other Morgan Affiliate is responsible for Securities sold, offered, or recommended by JPMS. JPMCB and other Morgan Affiliates may be lenders to issuers of Securities that JPMS underwrites, in which case proceeds of offerings underwritten by JPMS may be used for the repayment of such loans. The disclosure documents relating to particular Securities will discuss any such lending relationships.

Brokerage Accounts will be subject to the Brokerage Account Agreement below. Margin Accounts will be subject to the Margin Account Agreement (which incorporates the terms of the Brokerage Account Agreement).

BROKERAGE ACCOUNT AGREEMENT

1. Nature of Services
(a) A J.P. Morgan entity will execute transactions accepted by it and/or will provide such other clearance, settlement and custody services in connection with the maintenance of the client's Account(s) at J.P. Morgan.

(b) All investments executed through a J.P. Morgan Brokerage Account are made upon the client's sole discretion, risk and responsibility. J.P. Morgan may choose to contact clients about investment opportunities J.P. Morgan believes may be of interest to a client, but J.P. Morgan is not obliged to provide the client with any financial, market or investment information, nor advice or oversight with respect to asset allocation. J.P. Morgan personnel do not take discretion over any client Accounts, although the client may obtain such advice and services from JPMCB under separate agreements.

(c) Any J.P. Morgan entity that is a party to this Agreement is acting as a broker-dealer and/or custodian, and not as (1) an investment adviser under the Investment Advisers Act of 1940, or (2) a "fiduciary" as defined in Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the Internal Revenue Code of 1986, as amended ("Code"), with respect to the

client's Account(s) under this Agreement. Brokerage activities are regulated under different laws and rules than advisory activities and generally do not give rise to the fiduciary duties that an investment adviser has to its clients. When acting in a brokerage capacity, J.P. Morgan has a duty to deal fairly with brokerage clients but may face certain conflicts of interest and as such, J.P. Morgan's interests may differ from those of its clients. Neither J.P. Morgan nor its employees are authorized to provide, and shall not provide, legal, estate planning, tax or accounting advice or services and the client will not solicit or rely upon any such advice from them whether in connection with transactions in any of the client's Accounts or otherwise. The client has consulted or will consult with the client's own technical, legal, regulatory, tax, business, investment, financial and accounting advisors to the extent the client deems necessary in determining the investment and trading strategy appropriate for the client and the appropriateness of each transaction.

J.P. Morgan assumes no responsibility for the accuracy and completeness of or the performance or outcome or tax consequences of any investment made by the client as a result of receiving information from J.P. Morgan, and J.P. Morgan has no obligation to update the information or recommendation provided. J.P. Morgan's recommendation does not imply any endorsement or guarantee.

(d) J.P. Morgan shall not be obligated to take any action or render any advice with respect to the voting of proxies related to issues of securities held in a client's Account(s). Further, there may be instances when the client may not be able to exercise voting or other rights of ownership. The J.P. Morgan entity that acts as custodian for the Account will forward all proxies received by it, including proxy solicitation material and other related material, including interim reports, annual reports and other issuer mailings to the client and the client is responsible for providing such J.P. Morgan entity with any applicable instructions or directions contemplated by such communications.

(e) In addition to retaining the sole responsibility for investment decisions and shareholder actions, the client is responsible for knowing the rights and terms of all securities in the client's Brokerage Account, specifically including valuable rights that may expire unless the client takes action. This includes, but is not limited to, warrants, stock rights, convertible securities, bonds, and securities subject to a tender or exchange offer. J.P. Morgan has no obligation to notify the client of any upcoming expiration or redemption dates, or, except as required by applicable law or regulation, to take any action on the client's behalf without specific instructions from the client.

(f) Unless the client has instructed J.P. Morgan otherwise in writing, or such release is mandatory, J.P. Morgan is authorized to release to issuing companies the client's name, address, and share positions, in compliance with applicable laws.

2. Satisfaction of Liabilities; Security Interest and Lien

(a) The client agrees to satisfy each and every obligation or liability owed to J.P. Morgan (such obligations or liabilities, whether fixed, matured, unmatured, liquidated, unliquidated or contingent, "Obligations") when due, including without limitation, to pay any debit balance in any Account and any costs described in this Agreement and in the event of a sell or redemption order by the client, to deliver the applicable security in good deliverable form no later than the deadline set by J.P. Morgan if the applicable security is not credited to an Account at the time such order is placed or settled.

(b) To secure the payment and performance of Obligations to each J.P. Morgan entity providing products or services to the client pursuant to this Agreement, the client hereby grants each such J.P. Morgan entity a lien on and a valid and first priority, perfected, continuing security interest in the following: (i) all property, including all investment property, held, carried or controlled by or through any J.P. Morgan entity in which J.P. Morgan presently has or in which the client acquires an interest in the future, including all property in each Account in the client's name, (ii) any and all rights, claims or causes of action the client may now or hereafter have against any J.P. Morgan entity and (iii) all proceeds of or distributions on the foregoing (collectively (i) through (iii) are referred to in this Agreement as "Collateral"). Each item of property, including Investment Property, a Security, a general intangible, contract rights, an Instrument and cash, held in or credited to any Securities Account at a Securities Intermediary shall be treated as a Financial Asset. All undefined terms in the preceding sentence shall have the meanings ascribed to them in the New York Uniform Commercial Code ("NYUCC"), as in effect from time to time.

(c) Any Collateral held by a J.P. Morgan entity is held by such J.P. Morgan entity as agent and bailee for itself and all other J.P. Morgan entities. Each J.P. Morgan entity holding Collateral shall, without the client's further consent, comply with (i) entitlement orders or instructions from a J.P. Morgan entity with respect to the Collateral and (ii) if such J.P. Morgan entity holding Collateral is a commodity intermediary, any instructions to such J.P. Morgan entity from another J.P. Morgan entity to apply any value distributed on account of a commodity contract. Additionally, each J.P. Morgan entity holding Collateral has the right, in its sole discretion, (i) to decline to enter into control agreements with third parties and (ii) to decline to comply with (a) any entitlement order or instruction from the client or a third party with respect to the Collateral and (b) any instruction from the client to apply any value on account of any commodity contract, if a J.P. Morgan entity requests that such order or instruction not be complied with in order to maintain security for the payment and performance of the client's Obligations to it. Further, each J.P. Morgan entity is authorized, at any time and without notice to the client, to transfer Collateral from any Account to any account of an obligor for which J.P. Morgan has provided a guarantee within such J.P. Morgan entity and/or at any other J.P. Morgan entity to collateralize or satisfy any Obligations of such obligor. The client agrees that the actions of a J.P. Morgan entity in declining to comply with orders or instructions as allowed in this Section 2(c) satisfies any duties J.P. Morgan may have under the NYUCC.

(d) The client agrees that the client's execution of this Agreement shall constitute notice to each J.P. Morgan entity of the security interest the client has granted to each other J.P. Morgan entity herein, and each J.P. Morgan entity holding Collateral is on notice of the security interest granted to each other J.P. Morgan entity.

(e) The reasonable costs and expenses of collection of any such indebtedness or debit balance, including but not limited to attorneys' fees and expenses, shall be payable by the client to J.P. Morgan.

(f) In order to secure the payment and performance of any of the client's outstanding Obligations to any J.P. Morgan entity, J.P. Morgan may, to the fullest extent permitted by law, without prior notice to the client use, apply or transfer Collateral as it determines. Unless otherwise agreed in writing, J.P. Morgan may register and hold Collateral in its name or the name of its designee.

(g) The client appoints J.P. Morgan with full power as the client's true and lawful attorney in fact, to the fullest extent permitted by law, for the purpose of perfecting the security interest granted in this Agreement and taking any action and executing any instrument that J.P. Morgan deems necessary or advisable to accomplish the purposes of this Agreement.

3. Restrictions on Trading

In its sole discretion, J.P. Morgan may prohibit or restrict trading in a Brokerage Account. The client shall nevertheless remain liable for all of the client's Obligations to J.P. Morgan under this Agreement or otherwise.

4. Representations and Warranties
The client hereby represents and warrants to J.P. Morgan that: (i) no other party has an interest or shall have an interest in the Property or Collateral unless J.P. Morgan has consented in writing to the other party's interest; (ii) the client has the right to pledge and assign Collateral to J.P. Morgan; (iii) except as the client may have informed or may from time to time inform J.P. Morgan in writing, the client is not an affiliate (as defined in Rule 144(a)(1) under the Securities Act of 1933) of the issuer of any Security held in a Margin Account; (iv) since the date of the client's most recent audited or unaudited financial statements (if any) there has been no material adverse change in the client's business, financial condition, results of operations or prospects; (v) the client has not taken or failed to take, and shall not take any action or fail to take, any action with respect to an Account(s) that would result in a non-exempt prohibited transaction under ERISA, the Code or any applicable state, local or non-U.S. law that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code; and (vi) all of the client's other representations made in the Account application and under the General Terms and Brokerage Account Agreement continue to be true.

5. Confirmation Reports and Account Statements
Confirmation reports of transactions shall be conclusive if not objected to in writing by the client within the shorter of (i) the applicable settlement cycle of the subject transactions or (ii) three (3) business days after such documents have been transmitted to the client by mail or otherwise. Statements of Account(s) shall be conclusive if not objected to in writing by the client within thirty (30) Business Days after transmission. In all cases, J.P. Morgan reserves the right to challenge a client's objections.

6. Service Fees; Taxes
(a) J.P. Morgan may charge Brokerage Accounts for brokerage commissions, mark-ups, inactivity fees (if applicable) and other fees for the maintenance of Account(s), the execution of transactions, fails, buy-ins, and currency conversions, and for furnishing other services to the client (collectively, "Service Fees"). Service Fees may be implemented or increased from time to time.

(b) The client will be responsible for and pay any applicable value added tax and such other taxes, duties and fees applicable to activities in the client's Account(s). Amounts owed to J.P. Morgan shall not be affected by any taxes, duties or other amounts J.P. Morgan may owe to any third party. If the client is required by law to make any deduction or withholding from any payment due to J.P. Morgan, the client shall pay to J.P. Morgan simultaneously with making such payment an additional amount as may be necessary in order for the total amount received by J.P. Morgan after all deductions and withholdings to be equal to the amount which J.P. Morgan would have received had no deduction or withholding been made. Any and all taxes, including any interest and penalties with respect thereto, which may be levied or assessed under present or future laws upon or in respect to the client's Account(s), activities or upon or in respect of income thereof shall be paid by the client. All Service Fees, charges, expenses, disbursements and taxes as described above may be deducted by J.P. Morgan from the client's Account(s).

7. Payments to J.P. Morgan
J.P. Morgan may receive payments or other remuneration from the advisers, distributors or other affiliates of certain of the mutual funds available through J.P. Morgan. Such payments or remuneration are for administrative, technological or other services provided in connection with fund Accounts and generally are calculated based on the amount of assets held in the Accounts. Such payments or other remuneration are in addition to shareholder servicing and distribution fees that J.P. Morgan may receive. Funds whose affiliates do not make payments to J.P. Morgan, including funds that may provide a higher or lower return, may be available to clients. Further, in certain instances, J.P. Morgan may be paid both by clients and certain other third parties who compensate J.P. Morgan based upon what clients purchase and J.P. Morgan's profits and compensation may vary by product and over time.

8. Control or Restricted Securities
The client hereby agrees, prior to placing an order with J.P. Morgan, to inform J.P. Morgan if the securities are restricted or control securities and subject to: Rule 144, 144A, 145 or 701 of the Securities Act of 1933 ("Securities Act"); an effective registration statement; and/or any contractual limitation. The client understands and agrees that J.P. Morgan may not execute any orders regarding restricted or control securities until J.P. Morgan has conducted its due diligence surrounding the transaction and may in its sole discretion decline to execute the order until the securities have cleared legal transfer. The client further agrees to provide, without cost to J.P. Morgan, all documentation required by J.P. Morgan to complete the order, including, but not limited to, any required forms, representation letters, opinions of seller's counsel and transfer documentation and authorizes J.P. Morgan to communicate with the issuer of the restricted or control securities, its attorneys and its transfer agent in connection with the client's transaction. Furthermore, the client acknowledges and agrees that there may be time delays in connection with the due diligence process, the execution of the order and the processing of the transaction and further acknowledges and agrees that the proceeds of the transactions may not be paid until the securities have been transferred into street name and delivered, free of restrictive legend and stop transfer instruction. J.P. Morgan shall not be liable for any losses, direct or indirect, that may have been caused by such delays.

9. Short and Long Sales
Short sales must be executed in a Margin Account. In placing any sell order for a long Account, the client will designate the order as such and hereby authorizes J.P. Morgan to mark the order as being "long." The designation by the client of a sell order as being for a long Account shall constitute a representation by the client that the client owns the security with respect to which the sell order has been placed, that such security may be sold without restriction in the open market and that, if J.P. Morgan does not have the security in its possession at the time the client places the sell order, the client shall deliver the security by settlement date in good deliverable form and if the client fails to deliver as such, J.P. Morgan is authorized (but is not required to) to borrow, purchase, or otherwise acquire the security in order to make delivery. The client shall be liable to J.P. Morgan for any losses and expenses it may incur or sustain as a result of the client's failure to make delivery on a timely basis and for any loss, expense, premium and other costs incurred in connection with borrowing, purchase or acquisition of the required securities.

10. Obligations Upon Termination
Upon termination of this Agreement or the closing of the client's Account(s), the client will be responsible for issuing instructions in writing with regard to the assets held in the Account(s). Unless and until J.P. Morgan receives such instructions, it will be under no obligation to take any action with regard to the Securities and Property in the Accounts. The client agrees to be responsible for any transaction costs associated with the client's instructions, including commissions and related costs.

THE FOLLOWING SECTION REGARDING ARBITRATION APPLIES ONLY TO BROKERAGE AND MARGIN ACCOUNTS WITH A J.P. MORGAN ENTITY

11. Arbitration; Consent to Jurisdiction; Service of Process
(a) THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION

CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.
- NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL:
  i) THE CLASS CERTIFICATION IS DENIED;
  ii) THE CLASS IS DECERTIFIED; OR
  iii) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.
- BY ENTERING INTO THIS AGREEMENT THE CLIENT AND J.P. MORGAN AGREE THAT CONTROVERSIES ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY ACTIVITY BETWEEN THE CLIENT AND J.P. MORGAN, ITS PREDECESSORS, AND ANY OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND ANY OF THEIR, DIRECTORS, EMPLOYEES, AND ANY OTHER CONTROL PERSONS AND ANY OF THEIR AGENTS, WHETHER ARISING PRIOR TO, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION AND IN ACCORDANCE WITH THE RULES OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC. ("FINRA") BEFORE AN ARBITRATION PANEL APPOINTED BY FINRA IN ACCORDANCE WITH ITS RULES, AND SUCH HEARING OR HEARINGS SHALL BE CONDUCTED IN A LOCALE SELECTED BY FINRA. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

(b) Notwithstanding the provisions of subparagraph (a) above, either party may, at any time prior to the initial arbitration hearing pertaining to such dispute or controversy, seek by application to the U.S. District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York any such temporary or provisional relief or remedy ("Provisional Remedy") provided for by the laws of the U.S. or the laws of the State of New York as would be available in an action based upon such dispute or controversy in the absence of an agreement to arbitrate. The parties acknowledge and agree that it is their intention to have any such application for a Provisional Remedy decided by the Court to which it is made and that such application shall not be referred to or settled by arbitration. No such application to either said Court for a Provisional Remedy, nor any act or conduct by either party in furtherance of or in opposition to such application, shall constitute a relinquishment or waiver of any right to have the underlying dispute or controversy with respect to which such application is made settled by arbitration in accordance with subparagraph (a) above.

(c) With respect to any application for a Provisional Remedy and any application for judgment on an arbitration award, each party irrevocably (i) submits to the jurisdiction of the U.S. District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York, (ii) waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party, and (iii) consents to service of process by certified mail, return receipt requested, to the address provided for herein.

(d) The client hereby agrees to receive service of process in connection with any legal matters or actions or proceedings based upon, arising out of or relating in any way to this Agreement by confirmed, return-receipt requested mail and that delivery shall be presumed if such service is mailed to the address maintained by J.P. Morgan in its records.

(e) The client agrees that in any arbitration proceeding with J.P. Morgan, the arbitrators shall be bound by, and obligated to follow, the substantive law of the State of New York and of the United States regardless of where the agreement was executed, except to the extent that such laws would permit the arbitrators to disregard the substantive laws of the State of New York and the United States.

(f) The client agrees that the terms of any settlement or any award determined by arbitration shall be confidential and shall not be disclosed by the client, the client's attorneys or the client's representatives under any circumstances unless required by applicable law, judicial proceeding, or self-regulatory organization rule or order.

(g) This arbitration provision may be waived only with the written agreement of J.P. Morgan.

12. Severability

If and to the extent any term or provision herein is or should become invalid or unenforceable, then (i) the remaining terms and provisions hereof shall be unimpaired and remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

13. Affiliations

If the client is a natural person, the client represents that unless the client has notified J.P. Morgan to the contrary, neither the client nor any member of the client's immediate family is: (i) an employee or member of any exchange, (ii) an employee or member of FINRA, (iii) an employee of any corporation or firm engaged in the business of dealing, as broker or principal, in securities, options or futures or (iv) an employee of any bank, trust company or insurance company. Persons signing on behalf of others should indicate the titles or capacities in which they are signing. If any of the foregoing information changes, the client agrees to notify J.P. Morgan promptly. If the client is required to obtain his or her employer's consent before opening a securities account, the client has obtained such consent.

14. Custody
Unless the client specifies otherwise, JPMCB will act as custodian of the Property in all brokerage Accounts in accordance with the provisions relating to the Custody Account in the Asset Account Agreement.

15. Prohibition Against Trading Ahead of Customer Orders
FINRA Rule 5320 generally prohibits member firms that accept and hold orders for equity securities from trading those securities for their own account at a price that would satisfy the underlying orders, unless the member immediately thereafter executes the underlying orders at the same or better price than it traded for its own account. Described below are certain exceptions to the Rule and an explanation of how J.P. Morgan will handle those exceptions. Please note that consistent with regulatory guidance, not-held orders are outside the scope of the Rule.

Large orders (orders of 10,000 or more shares with a total value of $100,000 or more) and orders executed on behalf of institutional accounts are excepted from the requirements of Rule 5320. JPMS will generally work such orders in accordance with customer instructions. While working such orders, JPMS may trade for its own account at prices that would satisfy the customer order. Clients who wish to opt in to the Rule 5320 protections in regards to large orders or orders executed on behalf of institutional accounts should contact their J.P. Morgan representative.

In addition, if a firm implements and utilizes an effective system of internal controls, Rule 5320 permits the respective separate units to trade independent of one another for purposes of the Rule. JPMS maintains Rule 5320 internal controls known as information barriers between its trading units. The information barriers are designed to prevent one trading unit from having knowledge of customer orders held by a different trading unit. With these barriers in place, one trading unit may hold a customer order while another trading unit, including the market making trading unit, executes an order for a firm account that would satisfy the customer order.

Clients with questions should contact their J.P. Morgan representative.

16. SEC Rule 13h-1 Large Trader
A Large Trader is, among other definitions, a person who directly, or indirectly through the control of another person, exercises investment discretion over one or more accounts which trade equities and/or listed options in an aggregate amount that equals or exceeds 2 million shares or $20 million fair market value during any calendar day; or equals or exceeds 20 million shares or $200 million fair market value over any calendar month. If you or another person exercising investment discretion over your accounts with J.P. Morgan is a Large Trader, you are required to complete an SEC Form 13H application and submit it to the SEC. If you or another person exercising investment discretion over your accounts with J.P. Morgan have been assigned a Large Trader ID (LTID) by the SEC or are assigned one in the future, it is your responsibility to provide the appropriate LTID information to J.P. Morgan so that your account information can be updated accordingly.

MARGIN DISCLOSURE STATEMENT
This Margin Agreement provides some basic facts about purchasing Securities on margin and will alert the client to certain risks involved with trading Securities in a Margin Account. Before trading Securities in a Margin Account, the client will fully review all terms and conditions of this Margin Agreement and the client will consult J.P. Morgan regarding any questions or concerns the client has about the Margin Account.

When the client purchases Securities, the client may pay for Securities in full unless the client borrows part of the purchase price from J.P. Morgan through a Margin Account. The Securities purchased are J.P. Morgan's Collateral for the loan extended to the client. If the Securities in the Account decline in value, so does the value of the Collateral supporting the loan and, as a result, J.P. Morgan can take action, including issuing a margin call and/or selling Securities or other assets in any of the client's Accounts, in order to maintain the required ratio of debt to equity in the Account.

The client fully understands the risks of trading Securities on margin, which are heightened over purchasing them in full with the client's own existing funds. These risks include, but are not limited to, the following:

- **The client can lose more funds than the client deposits in the Margin Account.** A decline in the value of Securities that are purchased on margin may require that the client provide additional funds to avoid the forced sale of those Securities or other Securities or assets in the client's Accounts.

- **J.P. Morgan can force the sale of Securities or other assets in the client's Accounts.** If the equity in an Account falls below the margin requirements or J.P. Morgan's higher "house" requirements, J.P. Morgan can sell the Securities or other assets in the Accounts to cover the margin deficiency. The client will also be responsible for any shortfall in the Account after such a sale.

- **J.P. Morgan is not required to contact the client for a margin call to be valid, and J.P. Morgan may liquidate Securities or other assets in Accounts to meet the margin call without contacting the client first or obtaining the client's permission.** J.P. Morgan may take all necessary steps to protect its financial interests, including immediately liquidating Securities or other assets without prior notice to the client and without the client's consent.

- **Because the Securities are collateral for the margin loan, the client is not entitled to choose which Securities or other assets in the Accounts will be liquidated or sold to meet a margin call.** J.P. Morgan has the sole right to decide which Securities and assets to sell in order to protect its interests.

- **J.P. Morgan can increase its "house" maintenance margin requirements at any time and is not required to provide to the client advance notice, in writing or otherwise.** These changes in J.P. Morgan's policy often take effect immediately and may result in the issuance of a maintenance margin call. The client's failure to satisfy the call may result in the liquidation or sale of Securities in the client's Accounts.

- **The client is not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to clients under certain circumstances and at J.P. Morgan's sole discretion, a client does not have the right to an extension.

MARGIN ACCOUNT AGREEMENT

1. Margin and Other Collateral Requirements
The client agrees (i) to deposit and maintain such margin in the client's margin Account(s) as J.P. Morgan may in its sole discretion require; (ii) to pay on demand any debit balance owing with respect to any of the client's margin Account(s); (iii) that margin calls may be communicated orally, without subsequent written confirmation; (iv) to deposit promptly and maintain such other Collateral with J.P. Morgan as is required by applicable law or regulation or by J.P. Morgan under this Agreement or any other agreement; and (v) that no demands, calls, tenders or notices that J.P. Morgan may have made or given in the past shall obligate J.P. Morgan to make or give the same in the future.

2. Breach, Bankruptcy or Default; Remedies

(a) Each J.P. Morgan entity may elect to consider the client in default of any or all agreements the client may then have with it if: (i) the client does not pay any liability or perform any Obligation to any J.P. Morgan entity by the time the client is obligated to do so; (ii) the client otherwise breaches, repudiates or defaults under this Agreement or any other agreement the client may have with any J.P. Morgan entity; (iii) the client commences a proceeding in bankruptcy or insolvency or one is commenced against the client; (iv) any guarantor, co signer or other party (a "Responsible Party") liable for or providing security for the client's Obligations to any J.P. Morgan entity defaults in its obligation to J.P. Morgan or commences a proceeding in bankruptcy or insolvency or one is commenced against it; (v) an attachment is made against the client or a Responsible Party's Account(s) with any J.P. Morgan entity; (vi) a receiver is appointed with respect to the client, any of assets of the client or the assets of a Responsible Party; (vii) if the client is a natural person, the client dies or becomes incompetent, and if the client is an entity, the client merges, liquidates or dissolves; or (viii) an event, circumstance or condition occurs that, in J.P. Morgan's judgment, materially impairs the client's creditworthiness, ability to timely perform Obligations to J.P. Morgan or otherwise causes J.P. Morgan to view itself as insecure. The occurrence of any of the foregoing is referred to as an "Event of Default."

(b) Upon the election by J.P. Morgan to consider the client in default, each J.P. Morgan entity shall have all of the rights and remedies of a secured party upon default under the NYUCC and other applicable laws and may, without notice to the client among other things, (i) in whole or in part, accelerate, cancel, terminate, liquidate or otherwise close out this Agreement in accordance with the terms of this Agreement and (ii) foreclose, collect, sell or otherwise liquidate any Collateral a J.P. Morgan entity selects in its sole discretion, in any order and at any time, and apply, in a manner determined by J.P. Morgan in its sole discretion, the proceeds to satisfy any of the client's Obligations to any J.P. Morgan entity and (iii) buy any property that may have been sold short and (iv) retain any Collateral and (v) set-off, net, and/or recoup a J.P. Morgan entity's obligation to the client against any of the client's Obligations to any J.P. Morgan entity, and the client's Obligations to a J.P. Morgan entity shall be deemed performed and discharged to the extent any J.P. Morgan entity has effected a valid and unavoidable set-off, netting or recoupment, and the client expressly waives any requirement of mutuality to allow one J.P. Morgan entity to set-off, net or recoup any Obligation owed by the client to a J.P. Morgan entity against any obligation of a different J.P. Morgan entity to the client and (vi) calculate any obligation due to the client by first deducting any Obligation that the client owes to any J.P. Morgan entity before determining the final amount of any such obligation and (vii) in each J.P. Morgan entity's discretion, convert at the client's expense any Obligation from one currency into another currency at such rates as J.P. Morgan shall determine and (viii) take any other action permitted by law or in equity to protect, preserve or enforce J.P. Morgan's rights or to reduce any risk to J.P. Morgan of loss or delay, including entering into hedging transactions for the client's Account(s) and risk.

(c) At any sale of Collateral or other sale or purchase permitted hereunder or otherwise, J.P. Morgan may sell or purchase to or from itself or third parties, and the client hereby acknowledges and agrees that the securities subject to such sale or purchase are instruments traded in a recognized market. The client will pay each J.P. Morgan entity for any losses and costs incurred by J.P. Morgan as a result of any default by the client. The client waives marshalling of assets and any similar doctrine dealing with the application of Collateral. J.P. Morgan's rights and remedies hereunder are cumulative and are in addition to any other rights and remedies available at law or in equity.

3. Short Sales

The client will designate any short sales as such and hereby authorizes J.P. Morgan to mark the order as being "short" or "short exempt." Short sales are margin transactions and must be conducted in a Margin Account. Short sale transactions are subject to certain regulatory rules and cannot be executed under certain market conditions. J.P. Morgan does not guarantee that it will be able to locate Securities to facilitate a short sale. J.P. Morgan may, in its discretion and without notice to the client, "buy in" Securities to cover any short security position in the client's Margin Account. If the client is unable to cover a short security position (either through delivery of the Security or through J.P. Morgan "buying in" the Security) in enough time for J.P. Morgan to deliver the Security to its lender (to whom J.P. Morgan is obligated), the client agrees to reimburse J.P. Morgan for the losses J.P. Morgan sustains as a result of the client's failure to cover.

4. Special Charges for Short Sales In Hard-To-Borrow Securities

With respect to any short sale transactions in securities that are or become hard-to-borrow, the client's Account(s) also may be charged an amount equal to the sum of (i) the costs and expenses incurred by J.P. Morgan and (ii) a Service Fee in connection with the establishment and/or maintenance of the client's short positions in that security (together, "Short Sale Charges"). A security is or becomes hard-to-borrow when increased short selling in that security in the market causes an increase in demand to borrow the security, which in turn causes an increase in the cost and expense to J.P. Morgan in establishing and/or maintaining a short position in such security for the client's Account(s). Short Sale Charges may be disclosed to the client at the time a short position is established or may be imposed or increased from time to time in light of changing market conditions and the client agrees to pay such Short Sale Charges at J.P. Morgan's then-prevailing rates.

THE FOLLOWING SECTIONS REGARDING THE LOAN, PLEDGE OR USE OF SECURITIES AND FREE CREDIT BALANCES APPLY ONLY TO MARGIN ACCOUNTS WITH A J.P. MORGAN ENTITY AND NOT TO ANY OTHER ACCOUNT

5. Consent to Loan, Pledge or Use Securities in Margin Accounts

(a) To the greatest extent permitted under Applicable Laws, the client hereby authorizes J.P. Morgan to lend either to itself or to others and to otherwise use, sell or pledge any securities held by J.P. Morgan in any of the client's Margin Account(s), to convey therewith all attendant rights of ownership (including voting rights) and to use all such property as Collateral for J.P. Morgan's general loans and/or other obligations or with respect to repurchase transactions. Any such property, together with all attendant rights of ownership, may be pledged, repledged, sold, hypothecated, rehypothecated, become subject to a repurchase transaction either separately or in common with other property for any amounts due to J.P. Morgan thereon, and for a greater sum than, and for periods longer than, any Obligation that the client owes to J.P. Morgan, and J.P. Morgan shall have no obligation to retain a like amount of similar property in its possession and control. The client hereby acknowledges that, as a result of such activities, (i) J.P. Morgan may receive and retain certain benefits to which the client will not be entitled and (ii) the securities in a margin Account(s) may be used as Collateral by J.P. Morgan for loans made to it in excess of the client's indebtedness to J.P. Morgan.

(b) In certain circumstances, such loans or other use may limit, in whole or in part, the client's ability to receive dividends directly from the issuing company and/or the client's right to exercise voting and other attendant rights of ownership with respect to the loaned, sold or pledged securities. Such circumstances include, but are not limited to, loans of securities that the client

owns in margin Account(s) that continue over record dates for voting purposes and ex-dividend dates for dividend distributions. Record dates and ex-dividend dates are declared by the issuing company. If J.P. Morgan does not receive dividends directly from the company, the client may receive payments-in-lieu of dividends which may cause the client to lose the benefit of the preferential tax treatment accorded to dividends.

6. Free Credit Balances
The client hereby authorizes J.P. Morgan to use any free credit balance in any of the client's Margin Account(s) in accordance with all applicable laws and to pay interest thereon at such rate or rates and under such conditions as are established from time to time by J.P. Morgan for such Margin Account(s) and for the amounts of cash so used. In accordance with applicable regulations, free credit balances are carried in clients' Margin Accounts pending, and with a view towards, reinvestment. J.P. Morgan may determine not to pay interest on free credit balances (i) representing either uncollected funds (i.e., any deposited non-cash items (e.g., checks) for which J.P. Morgan has not yet received credit) or funds that is deposited and subsequently withdrawn prior to the expiration of the minimum time period required by J.P. Morgan, or (ii) where prohibited by applicable law.

7. Custody
A J.P. Morgan entity will act as custodian of all Collateral and/or Property held pursuant to this Margin Account Agreement.

8. General Terms; Definitions
This Agreement is subject to the General Terms for Accounts and Services (the "General Terms") and to the terms and conditions, including, without limitation, those pertaining to arbitration, contained in the Brokerage Account Agreement (other than terms pertaining to custody). References to the Brokerage Account shall be deemed to be references to the Margin Account and references to the Brokerage Account Agreement shall be deemed to be references to this Agreement.

Capitalized terms not defined in this Agreement have the meanings given to them in the General Terms and the Brokerage Account Agreement. To the extent there are any conflicts between the General Terms and the terms of this Agreement or between the Brokerage Account Agreement and this Agreement, this Agreement will prevail.

DISCLOSURE TO CLIENTS IN COMPLIANCE WITH FINRA RULE 4370 REGARDING CONTINUITY AND CONTINGENCY PLANS AND EMERGENCY CONTACT INFORMATION FOR J.P. MORGAN
J.P. Morgan adheres to a Resiliency Risk Management ("RRM") Program which is an integral part of JPMorgan Chase & Co. normal business operations, and as such, is part of business planning and a critical responsibility of management. The RRM Program establishes and assesses the criticality of business processes, in addition to documenting strategies, gathering recovery information, identifying resources, and developing and maintaining a plan for action to recover business processes in a timely manner following a disruption, and to meet local and country regulatory requirements. The Resiliency Plans (contingency plans) are designed to respond to a worst-case scenario. This means the loss of a single location or an entire zone. Also, pursuant to the Resiliency Risk Management Policy, J.P. Morgan establishes minimum requirements for supporting and sustaining business resiliency services at levels commensurate with the associated business impact.

The following business continuity control practices are in place:

A recovery plan designed to restore the J.P. Morgan environment, which includes alternative work spaces and back-up computer systems. The recovery plan is subject to periodic review, examination and/or testing by internal and independent auditors. The recovery test utilizes, in part, off-site copies of data, applications, and system software and synchronous or asynchronous systems. A regular review of resource needs is performed to update processing and storage requirements.

J.P. Morgan's risk mitigation strategies are commensurate with our obligations to our clients, markets and regulators. J.P. Morgan will endeavor to sustain business on behalf of its clients on that same business day or, where applicable, on a best efforts basis, during any and all contingency events, recognizing that service may be impacted for longer periods depending upon the seriousness of the event. In addition, in that J.P. Morgan is dependent upon various infrastructures (e.g. transportation, telecommunications, exchanges, industry utilities, etc.) J.P. Morgan's ability to implement its plans may be impacted by issues with these infrastructures.

The recovery and business continuity plans of J.P. Morgan are subject to modification without notice. Updates will be posted to the Morgan OnLine website and customers may request this information by contacting their J.P. Morgan representative.

RISKS OF CERTAIN INVESTMENTS
The types of investments below involve special risks that should be evaluated carefully before a decision is made to invest directly in a self-directed brokerage account at J.P. Morgan Securities LLC or to include type of investment in guidelines for an investment management account at JPMCB or one of its banking affiliates. Not all of the risks and other significant aspects of these investments are discussed here. Clients are advised to consult with their own legal, tax, financial and accounting advisors to the extent deemed necessary and are expected to rely upon their own evaluation of information they receive when making investment decisions.

1. Over-the-Counter Derivatives
Most Over-the-Counter ("OTC") Derivatives are contracts that take one of four basic forms, although the forms can be overlapping and one transaction can involve elements of all four forms. These basic forms are (1) swaps, (2) options, (3) forwards and (4) hybrid instruments (which are debt obligations or other securities with embedded swaps, options or forwards). OTC Derivatives may be structured to be settled in a variety of ways, including in cash or by physical delivery of property against cash. No matter what form is involved, a common feature of OTC Derivatives is that the obligations of one or both of the parties are based on the value or market price of one or more underlying financial or commodity markets, to which the transaction is linked. A Client should not enter into an OTC Derivative unless the Client understands, at a minimum:

- The fundamentals of the market underlying such OTC Derivative;
- The legal terms and conditions of the documentation for such OTC Derivative;
- The extent of the economic risk to which the Client is exposed as a result of such OTC Derivative;
- The tax treatment of such OTC Derivative; and
- The regulatory treatment of such OTC Derivative.

The Client must determine that such investment and its risk are suitable in the light of the Client's financial circumstances and objectives.

The following points should be considered in deciding whether to enter into a particular OTC Derivative:

- **Market risk.** To the extent the obligations or rights in respect of an OTC Derivative are linked to prices or values in a particular market, the Client will be exposed to a risk of loss as a result of price or value movements in that market.

- **Credit Risk.** JPMorgan Chase Bank, N.A. or one of its affiliates (a "Morgan Affiliate," and together with JPMorgan Chase Bank, N.A., "JPMCB") will generally be the counterparty in an OTC Derivative arranged by any Morgan Affiliate, including J.P. Morgan Securities LLC

("JPMS"). The Client therefore will be dependent upon the financial capacity of JPMCB to meet its obligations under each OTC Derivative contract prior to settlement, and may be unsecured with respect to those obligations of JPMCB (as opposed to being a creditor of a central clearing corporation as may generally be the case with exchange traded futures and options). An OTC Derivative with JPMCB as counterparty will not represent a deposit or savings account, and the Client's claim against JPMCB will not be insured by the FDIC or any other government entity.

- **Non-Transferability and Non-Marketability.** OTC Derivatives will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or under the securities laws of any state or other country unless otherwise specified in writing. OTC Derivatives will ordinarily be sold and offered in a transaction that is intended to be exempt from registration under the Securities Act by virtue of Section 4(2) of the Securities Act and/or Regulation D thereunder. There will be no public market for OTC Derivatives. In this regard, the Client will be required to represent that OTC Derivatives, or any securities underlying the OTC Derivatives, are being acquired for investment purposes only and not with a view to resale or distribution. OTC Derivatives generally cannot be assigned or transferred by a party without the prior written consent of the other party. JPMCB may, but is not obligated to, consent to the early termination of an OTC Derivative prior to its scheduled maturity at a negotiated price. It therefore may be impossible for the Client to liquidate a position in an OTC Derivative prior to maturity. Because OTC Derivatives are not standardized, engaging in another OTC Derivative transaction to offset an OTC Derivative the Client has entered into with JPMCB will not automatically close out those positions (as may be true in the case of exchange traded futures and options) and will not necessarily function as an effective hedge. The Client will continue to be obligated with respect to an OTC Derivative until it matures or is otherwise terminated.

- **Price Transparency.** Because the prices and characteristics of OTC Derivatives are individually negotiated and there is no central source for obtaining prices, dealers in OTC Derivatives may quote different prices for similar transactions. JPMCB does not warrant that its prices will always be the best prices available.

- **Option Risk.** Option transactions can be very risky. The risk of selling (writing) options is considerably greater than the risk involved in buying options. If the Client buys an option, the Client cannot lose more than the premium. If the Client sells (writes) an option, the risk can be unlimited. Fluctuations in currency exchange rates may affect the value of any OTC Option on securities trading in or denominated in a foreign currency, as well as the value of any payment or delivery of securities in connection with such OTC Option. Fluctuations in currency exchange rates may affect the value of any payment or delivery of securities in connection with such OTC Option.

- **Leverage Risk.** Certain derivatives can be structured to allow for significant leverage. The use of leverage may have the effect of magnifying an investor's losses or gains and causing an investor to be highly exposed to risk with very little capital or cash investment. As a result, a relatively small, unexpected change in the notional amount of an investor's position could have a much larger adverse impact on the principal amount invested.

- **Collateral.** Collateral may be required to support the Client's obligations under OTC Derivatives. Additional collateral may be required after the Client has entered into an OTC Derivative. JPMCB and JPMS will not provide the collateral for any OTC Derivative transaction.

Clients should not rely upon J.P. Morgan for an understanding of the risks, terms and conditions of OTC Derivatives, and the Client must review carefully the documentation for any OTC Derivative with a personal attorney or other adviser. J.P. Morgan will assume that when the Client enters into OTC Derivatives, the Client understands the characteristics and risk associated with such transactions.

2. Uncovered Options (Permitted Only in Self-Directed Accounts at JPMS)

An uncovered (or "naked") option transaction occurs when an investor buys or sells (writes) an option without having a position in the underlying asset. There are special risks associated with uncovered option writing which expose the investor to potentially significant loss. Therefore, this type of strategy may not be suitable for all clients, including those generally approved for options transactions.

The potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position, and may incur large losses if the value of the underlying instrument increases above the exercise price.

As with writing uncovered calls, the risk of writing uncovered put options is substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below the exercise price. Such loss could be substantial if there is a significant decline in the value of the underlying instrument.

Uncovered option writing thus is suitable only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially unlimited losses, and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer's options position, JPMS may liquidate stock or options positions in the Client's account, with little or no prior notice in accordance with the Client's Margin Agreement.

For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk also is unlimited.

If a secondary market in options were to become unavailable, investors could not engage in closing transactions, and an option writer would remain obligated until expiration or assignment.

The writer of an American-style option is subject to being assigned an exercise at any time after he has written the option until the option expires. By contrast, the writer of a European-style option is subject to exercise assignment only during a specified exercise period.

Note: This brief discussion is not intended to enumerate all of the risks entailed in writing uncovered options. It is expected that the Client also will read the booklet entitled Characteristics and Risks of Standardized Options available from JPMS. In particular, the Client's attention is directed to the chapter entitled Risks of Buying and Writing Options. If the Client enters into an option contract, the Client thereby will confirm that the Client has received and read the aforementioned booklet.

3. Emerging Markets

Emerging markets securities and transactions involving emerging markets securities are subject to substantial risk arising from a number of factors including, but not limited to: (1) economic and political instability in the regions where emerging markets issuers conduct business, (2) significant volatility in the markets for emerging markets securities and the currencies in which they may be denominated and (3) the potential for loss of the Client's entire investment as a result

of insolvency, market or government action, or other similar factors which could render the securities valueless.

Generally less information is publicly available with respect to emerging markets issuers and obligors than is available with respect to United States companies. Many emerging markets companies are not subject to the uniform accounting and financial reporting requirements applicable to issuers and obligors in the United States; additionally, accounting, auditing, financial and other reporting standards in emerging markets jurisdictions are often not equivalent to the standards established in the United States and therefore disclosure of certain material information may not be made.

There may exist only small markets for certain emerging markets securities, resulting in low or non-existent volumes of trading in such assets, and therefore a lack of liquidity and price volatility of such assets. Settlement periods for transactions of emerging markets securities may also be longer than settlement times for assets of United States issuers, and settlement systems may be unreliable.

This may also affect the liquidity and price volatility of emerging markets securities.

The risks are significantly more pronounced in derivative instruments (options, swaps, futures, etc.) on emerging markets securities.

4. Non-Traditional Investment Strategies

Non-traditional, or alternative, investment strategies include investments in hedge funds, private equity funds, real estate funds, and funds comprised of such funds. Such funds are sometimes referred to as private investments because they are typically organized pursuant to exemptions from registration under federal securities laws and therefore are not offered to the general public. They are appropriate for certain qualified investors only. Such funds: (1) often engage in leveraging and other speculative investment practices that may increase the risk of the complete loss of the investment; (2) can be highly illiquid because of the absence of any trading market and restrictions on resale as a result of regulatory or contractual provisions; (3) are not required to provide periodic pricing or valuation information to investors; (4) may involve complex tax structures and delays in distributing important tax information; (5) are not subject to the same regulatory requirements as mutual funds; (6) often charge high fees; (7) may be exposed significantly to foreign currency and investment risk; and (8) may experience high return volatility. In addition, any number of conflicts of interest may exist in connection with the sale, distribution, management or operation of such funds.

Although interests in private investment funds sometimes may be resold in privately negotiated transactions, the prices realized on these sales could be less than the original investment. It is a condition of many fund investments offered through J.P. Morgan that the Client maintain an investment management, trust, or custody/asset account at JPMCB or one of its affiliates for so long as the Client owns the investment.

Private funds are offered only by confidential private placement memorandum or similar document (the "PPM"). The PPM provides important detailed information regarding fees, merits, risks, investment objectives, and other matters of interest, and must be read carefully before a decision is made on whether to invest. However, generally no PPM will be delivered to the Client for whom JPMCB exercises investment discretion. JPMCB will provide a copy of the PPM to a discretionary Client upon request.

Morgan Affiliates may be the issuer of interests in these funds or may provide advisory, management, administrative or other services to issuers, including issuers who also are Morgan Affiliates, and may be compensated separately for such functions. JPMS or another Morgan Affiliate may act as placement agent for such interests and may be compensated by the issuer for providing placement services. Such compensation is in addition to fees and commissions the Client pays in connection with purchasing an interest or in connection with the Client's investment management, brokerage or custody account.

Investments in private funds entail the execution and delivery of a subscription agreement. If JPMCB is investing on behalf of a discretionary Client, JPMCB will complete and execute the subscription agreement on the Client's behalf. The subscription agreement will require JPMCB to make certain representations and warranties relating to the Client. Such representations and warranties relate to, but are not limited to, the Client's status as an "accredited investor," a "qualified purchaser," a "qualified eligible person," or "U.S. person" within the meaning of applicable securities laws; whether the Client or the Client's account is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"); organizational data if the Client is an entity; whether the Client is a regulated institution that is subject to legal or regulatory restrictions or limitations on the nature of its investments (such as a bank or an insurance company); whether the Client is restricted by rules of the Financial Industry Regulatory Authority from participating in initial public offerings by reason of the Client's association with any broker, dealer, bank or other securities business; and whether the Client falls into a category of person whose ability to do business with a financial institution is limited by laws intended to prevent money laundering and terrorist financing. JPMCB will rely on information provided to it by the Client in making all representations and warranties contained in a subscription agreement and may be liable to a fund if any such representation or warranty is untrue. In the event of such liability, the Client will be required to indemnify JPMCB and its affiliates for all loss and damage, including attorneys' fees. Clients who invest in private funds through their self-directed brokerage accounts at JPMS will sign subscription agreements containing the same representations and warranties.

5. Complementary/Structured Strategies

Structured strategies are securities in which swaps, options, futures, forwards or other combinations or types of derivatives are embedded. Their returns typically are linked to the performance of one or more underlying U.S. or international securities, indices, rates, currencies, or commodities (please see Section 11 below for a discussion of the special risks of investing in commodities and Section 12 below for a discussion of the special risks of investing in currencies), and may incorporate leverage.

Investments in structured strategies may not be suitable for all investors. These types of investments entail varying degrees of risk, and while some structured strategies offer full or partial principal protection, others can subject the Client to the loss of the full amount invested. Structured strategies offered by J.P. Morgan (referred to herein as "Structures") may be structured using unsecured and unsubordinated debt obligations of JPMorgan Chase & Co. or its affiliates ("JPM") or various non-Morgan affiliate issuers, and may also take the form of deposits (which may or may not be insured or guaranteed by the Federal Deposit Insurance Corporation or any other government authority), equity or partnership interests, certificates, warrants or interests in special purpose vehicles. The Client therefore will be dependent upon the issuer's financial capacity to meet its obligations under a Structure. Structures may or may not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or under the securities laws of any state or other country and if not registered, will be sold and offered in a transaction that is intended to be exempt from registration under the Securities Act. Structures may or may not be publicly listed or traded on an exchange and therefore may be illiquid investments. Prior to maturity Structures issued by JPM may be

repurchased by JPM only and only upon terms and conditions acceptable to it, and in most cases the Structures are not-transferable and are nonnegotiable.

In the event that JPM consents to early liquidation, the Client will likely not fully participate in any benefits of the Structure, such as principal protection, buffers, or enhanced returns.

Structures will be offered by prospectus, term sheet or offering memorandum (collectively, an "offering document"), and the offering document will provide more detailed information regarding the Structures. The applicable offering document must be read carefully before a decision is made to invest. However, generally no offering document will be delivered to a Client for whom J.P. Morgan exercises investment discretion.

The issue price of a Structure will include the cost of hedging the issuer's obligations under such Structure, which includes an estimated profit component. It also will include compensation paid to JPM for structuring, underwriting and marketing work involved in packaging a Structure as one instrument. Compensation paid to JPM will vary with each Structure but is not expected to exceed, on an annual basis, two percent. If, however, a Structure has an early redemption feature and is redeemed prior to maturity, the compensation will not be pro-rated and limited to the period during which the Structure was outstanding, and in such event, the compensation paid will be higher. A Structure may also include an annual fee embedded in an index or calculation, payable to the issuer or index sponsor (which may be JPM or a non-Morgan affiliate issuer) for structuring or calculating a proprietary index or formula.

JPM also generally acts as calculation agent for Structures and determines the amount, if any, that will be paid to the Client at maturity. In performing its duties as calculation agent, JPM may have interests adverse to the interest of the holders of the Structures, which may affect the Client's return on a Structure, particularly where JPM, as the calculation agent, is entitled to exercise discretion.

If JPMCB invests in a Structure on behalf of a Client for whom it exercises investment discretion, JPMCB may be required to make certain representations and warranties relating to the Client. Such representations and warranties relate to, but are not limited to, the Client's status as an "accredited investor" as defined by the Securities Act. JPMCB will rely on information provided to it by the Client in making all required representations and warranties and may be liable to the issuer or the issuer's placement agent if any such representation or warranty is untrue. In the event of such liability, the Client will be required to indemnify JPMCB and its affiliates for all loss and damage, including attorneys' fees.

6. Mutual Funds

Mutual funds are sold only by prospectus, and the prospectus contains important information regarding the fund's investment objectives, merits, risks, charges, expenses and other matters of interest. Mutual funds may not be suitable for all investors and the Client agrees to request the prospectus and read it carefully before deciding to invest. However, no prospectus will be delivered to the Client prior to an investment if JPMCB is investing on behalf of a Client for whom it exercises investment discretion. JPMCB will provide a copy of the prospectus to a discretionary Client upon request.

Although most mutual funds available through J.P. Morgan will follow a traditional long-only investment strategy, some mutual funds may utilize investment strategies similar to those employed by private funds. Such funds may or may not have the liquidity of traditional mutual funds, provide periodic pricing or valuation information to investors, and are subject to the same regulatory requirements as traditional mutual funds, but they engage in leveraging and other speculative investment practices commonly used by hedge funds that may increase the risk of the complete loss of the investment. Such funds generally also charge higher fees than traditional mutual funds and have higher expenses. The use of leverage increases risk to a fund, and the more a fund invests in leveraged instruments, the more it could magnify gains or losses to those investments.

JPMCB, JPMS or their affiliates may provide administrative, custodial, sales, distribution or shareholder services to funds established, sponsored, advised, or managed by their affiliates as well as by third parties, and JPMCB, JPMS or their affiliates may be compensated for such services.

7. Municipal Bonds

Municipal bonds are offered by an official statement and may not be suitable for all investors. A Client should consult with an independent tax advisor regarding whether municipal bonds are appropriate for the Client's particular situation.

JPMS or Morgan Affiliates may hold a position or act as market maker in the financial instruments of any issue the Client may invest in, or act as underwriter, placement agent, advisor, or lender to an issuer. If municipal bonds are sold prior to maturity, prices may be higher or lower than the original purchase price and actual yields may be higher or lower than the yields indicated at the time of Client's investment. Yield quotations and market values will thus fluctuate over time and in certain instances interest from some municipal bonds will be subject to the Alternative Minimum Tax (AMT).

8. Real Estate

Real estate investments are likely to be risky, illiquid and long-term. Real estate ownership and the real estate industry in general are subject to many risks, including the burdens of ownership of real property; local, national and international economic conditions; supply and demand for properties; the financial condition of tenants, buyers and sellers; changes in interest rates and the availability of mortgage funds; changes in environmental laws and regulations, planning laws and other governmental rules and fiscal and monetary policies; claims arising out of undisclosed or unknown environmental problems or as to which inadequate reserves have been established; changes in real property tax rates; changes in energy prices; force majeure events; terrorist events; and underinsured or uninsurable losses. Real estate assets are subject to long term cycles that gives rise to significant volatility in values.

Illiquidity may result from the absence of an established market for the property. The possibility of partial or total loss of capital will exist and investors should not invest in real estate unless they can readily bear the consequences of such loss. Even if real estate investments are successful, they are unlikely to produce a realized return to the investors for a period of years.

Securities issued by real estate fund companies, including real estate investment trusts ("REITs") are subject to the risks associated with the direct ownership of real estate as well as the risks associated with the fund company or REIT itself. Such companies carry the risks of possibly limited operating history, unspecified portfolios, uncertainties in calculating net asset value due to reliance upon appraisals, and restrictions on redemption arising out of the illiquidity of the underlying portfolio. REITs also carry the risk of the possible failure to qualify as a REIT under the Internal Revenue Code of 1986, as amended, which will have adverse tax consequences for investors.

9. Exchange Traded Funds

Exchange traded funds (ETFs) are index funds or trusts that are listed on an exchange. Investors can buy or sell shares in the collective performance of an entire stock or bond portfolio as a single security. Unlike index mutual funds, which have their net asset values calculated at the end of each trading day, ETF

prices change within the trading day, fluctuating with supply and demand, so that the price of an ETF may be different than its net asset value.

Leveraged or inverse ETFs are highly complex financial instruments and, due to the effects of compounding, their performance over longer periods of time can differ significantly from their stated daily objective. Leveraged and inverse ETFs typically are designed to achieve their stated performance objectives on a daily basis. Some investors might invest in these ETFs with the expectation that the ETFs may meet their stated daily performance objectives over the long term as well. Investors should be aware that performance of these ETFs over a period longer than one day can differ significantly from their stated daily performance objectives. Leveraged and inverse ETFs may pursue a range of investment strategies through the use of swaps, futures contracts and other derivative instruments, and are inherently more volatile then their underlying benchmark or index. Additionally, leveraged ETFs positions will be subject to applicable maintenance margin requirements which may be greater or differ from margin requirements on their non-leveraged counterparts.

Exchange traded funds are sold by prospectus. The prospectus contains important information regarding the investment objectives of the ETF, its merits, risks, charges, expenses and other matters of interest, and must be read carefully before a decision is made to invest. However, no prospectus will be delivered to the Client prior to an investment if JPMCB makes the investment on the Client's behalf pursuant to a discretionary portfolio mandate. JPMCB will provide a copy of the prospectus to a discretionary Client upon request.

ETFs are subject to risks similar to those of stocks. Investment returns will fluctuate and are subject to market volatility, so that an investor's shares, when redeemed or sold, may be worth more or less than their original cost. In addition, there is no guarantee that an ETF will track the exact performance of its index.

ETFs, including leveraged or inverse ETFs, may not be suitable for all investors.

10. High Yield Fixed Income Securities
High yield fixed income securities come in many forms. Common ones are high yield bonds, asset-backed securities, mortgage-backed securities, mezzanine securities, and collateralized bond obligations ("CBOs").

High yield bonds (sometimes known as "junk" bonds) are non-investment grade bonds of varying maturities. They generally will be in the lower rating categories of the major rating agencies or may be unrated. High yield bonds typically pay more interest than other bonds because they involve a greater risk that the issuer will default in the timely payment of interest and principal. Issuers of high yield bonds may have a lot of debt. During an economic downturn, a period of rising interest rates or a recession, high yield issuers with a lot of debt may experience financial problems leading to a default, and high yield bonds tend to fall in price during such periods. They also may have other creditors with the right to be paid before the high yield bond holder. High yield bonds fluctuate more widely in price and yield than investment grade bonds and are not as liquid.

Asset-backed securities are bonds backed by a pool of assets, usually loans such as installment sale contracts or credit card receivables. The loans underlying asset-backed securities may be unsecured, with no collateral to seize if the underlying borrower defaults. Asset-backed securities may be prepaid at any time, which will reduce their yield and market value. When interest rates fall, prepayment rates rise as borrowers pay off existing debt and refinance at new lower rates. As a result, reinvestment of the prepayment proceeds generally will be at a lower rate of return than the return on the assets that were prepaid. Mortgage-backed securities are subject to the same risks as asset-backed securities except that the underlying loans generally will be secured by real property.

Mezzanine investments are subordinated debt securities which receive payments of interest and principal after more senior secured creditors are paid. They generally are issued in private placements in connection with an investment in an equity security. They carry the risk that the issuer will default on payment of interest and principal and that the equity securities purchased with the proceeds of mezzanine investments will lose value.

CBOs are securities backed by a diversified pool of high yield securities and are subject to the same risks as the high yield securities in the pool.

11. Commodities
(a) In General, Commodities include hard assets, such as agricultural products, metals, or petroleum as well as securities futures based on common stock, certain exchange traded funds and American Depositary Receipts, and securities indices.

Commodity futures contracts can be used for speculation, hedging, and risk management. Commodity futures contracts are not appropriate investments for all investors. When they are used for speculation, it is possible to realize substantial profits in a short period of time, but it is also possible to incur substantial losses in a short period of time. Such losses may be larger than the initial commitment of capital because futures trading is highly leveraged.

Because of the leverage involved and the nature of futures contract transactions, losses may be felt immediately because gains and losses are credited or debited to the investor's account, at a minimum, on a daily basis. The purchase or sale of a futures contract requires the investor to make an initial deposit of money, known as margin. Margin, in the context of futures trading, is different than the margin involved in the purchase of stocks. The purchase of stocks on margin involves a cash down payment and credit extended by the broker for the purchase. The margin required to buy or sell a futures contract is a deposit of money that can be drawn on by the broker to cover any daily losses. If movements in the markets for futures contracts or the underlying commodity decrease the value of the investor's positions in futures contracts, the investor may be required to deposit additional funds in his or her account as margin. If an account is under the minimum margin requirements set by the exchange or the investor's broker, the position may be liquidated at a loss, and the investor will be liable for any deficit in the account. Minimum margin requirements for a particular futures contract at a particular time are set by the exchange on which the contract is traded and are subject to modification based on market conditions. An increase in market volatility and the range of daily price movements is frequently a reason for raising margins.

Futures contracts cannot be sold like stocks or bonds. They generally must be liquidated by the investor entering into an equivalent but opposite position in another contract month, on another market, or in the underlying commodity. If a position in a futures contract cannot be liquidated, the investor may not be able to realize a gain in the value of the position or prevent losses from mounting. An inability to liquidate could occur, for example, if trading is halted due to unusual trading activity in either the futures contract or the underlying commodity; if trading is halted due to recent news events involving the issuer of the underlying commodity; if systems failures occur on an exchange or at the investor's broker; or if the position is on an illiquid market. An exchange may set a maximum daily limit on market price increases and decreases, and will halt trading when the limit is reached. In the event prices have risen or fallen by the maximum daily limit, and there is no trading in the contract permitted

(known as a "lock limit" market), it may not be possible to execute an order at any price. Markets may be lock limit for more than one day, resulting in substantial losses to futures investors who may find it impossible to liquidate losing futures positions.

Even if the investor can liquidate the position, it may be at a price that involves a large loss. For the same reasons, it may also be difficult or impossible to manage risk from open futures positions by entering into offsetting positions.

An alternative method of participating in futures trading is through a commodity pool, which is a pooled investment vehicle that invests in commodities (and, typically, securities as well). A commodity pool participant will not have an individual trading account. Instead, the funds of all pool participants are combined and traded as a single account. Each investor shares in the profits or losses of the pool in proportion to his or her investment in the pool. Although commodity pools can offer benefits such as greater diversification among commodities than an investor might obtain in an individual trading account, the absence of margin calls, and a limitation on losses to the amount invested, the risks a pool incurs in any given futures transaction are no different than the risks incurred by an individual trader. The pool still trades in futures contracts which are highly leveraged and in markets that can be highly volatile. And like an individual trader, the pool can suffer substantial losses as well as realize substantial profits.

(b) Securities Futures
Trading in security futures contracts requires knowledge of both the securities and the futures markets. Under certain market conditions, the prices of security futures contracts may not maintain their customary or anticipated relationships to the prices of the underlying security or index. These pricing disparities could occur, for example, when the market for the security futures contract is illiquid, when the primary market for the underlying security is closed, or when the reporting of transactions in the underlying security has been delayed. For index products, it could also occur when trading is delayed or halted in some or all of the securities that make up the index. The investor may be required to settle certain security futures contracts with physical delivery of the underlying security. If a position in a physically settled security futures contract is held until the end of the last trading day prior to expiration, the investor will be obligated to make or take delivery of the underlying securities, which could involve additional costs.

The actual settlement terms may vary from contract to contract and exchange to exchange.

Although security futures contracts share some characteristics with options on securities (options contracts), these products are also different in a number of ways.

The purchaser of an options contract has the right, but not the obligation, to buy or sell a security prior to the expiration date. The seller of an options contract has the obligation to buy or sell a security prior to the expiration date. By contrast, if an investor has a position in a security futures contract (either long or short), the investor has both the right and the obligation to buy or sell a security at a future date. The only way to avoid the obligation incurred by the security futures contract is to liquidate the position with an offsetting contract.

A person purchasing an options contract runs the risk of losing the purchase price (premium) for the option contract. Because it is a wasting asset, the purchaser of an options contract who neither liquidates the options contract in the secondary market nor exercises it at or prior to expiration will necessarily lose his or her entire investment in the options contract. However, a purchaser of an options contract cannot lose more than the amount of the premium. Conversely, the seller of an options contract receives the premium and assumes the risk that he or she will be required to buy or sell the underlying security on or prior to the expiration date, in which event his or her losses may exceed the amount of the premium received. Although the seller of an options contract is required to deposit margin to reflect the risk of its obligation, he or she may lose many times his or her initial margin deposit. By contrast, the purchaser and seller of a security futures contract each enter into an agreement to buy or sell a specific quantity of shares in the underlying security. Based upon the movement in prices of the underlying security, a person who holds a position in a security futures contract can gain or lose many times his or her initial margin deposit. In this respect, the benefits of a security futures contract are similar to the benefits of purchasing an option, while the risks of entering into a security futures contract are similar to the risks of *selling* an option.

12. Currencies and Foreign Exchange
Foreign currencies or baskets of currencies may be very volatile and may experience significant drops in value over a short period of time. The value of a foreign currency will depend, among other economic indicators, on movements in exchange rates. Risks and special considerations with respect to foreign currencies include, but are not limited to, economic uncertainties, currency devaluations, political and social uncertainties, exchange control regulations, high rates of interest, a history of government and private sector defaults, significant government influence on the economy, less rigorous regulatory and accounting standards than in the United States, relatively less developed financial and other systems and limited liquidity and higher price volatility of the related securities markets.

DEPOSIT ACCOUNTS AND SERVICES OFFERED BY JPMORGAN CHASE BANK, N.A.[1]

DEPOSIT ACCOUNT AGREEMENT

This agreement governs personal and business deposit accounts identified in this Deposit Account Agreement at JPMorgan Chase Bank, N.A. (the "Agreement"). By signing a services application, deposit account signature card, or by otherwise opening or maintaining a checking, savings or certificate of deposit (including retirement certificates of deposit) account with us, you accept and agree to be bound by the terms and conditions of this Agreement. However, if your account is maintained with a business unit of the Bank that provides you a different deposit agreement, or if you contract for services that require your consent to a different deposit agreement, your account will be governed by that agreement.

To the extent there are any conflicts between the General Terms and this Agreement, this Agreement shall prevail. As used in this Agreement, "we," "us," "our" and the "Bank" mean JPMorgan Chase Bank, N.A. Your "Account" means each deposit account you have with us that is governed by this Agreement. "You" or "your" means each person or entity in whose name the Account at the Bank is maintained or who exercises an ownership interest therein, as well as any assignee or successor in interest to the Account. Your "State" means the U.S. state where you opened your account, or the state where you reside if you opened your Account by mail, internet, or other remote means and you reside in a state where we have branch offices. However, if you opened your Account by remote means and you do not reside in a U.S. state where we have branch offices, your "State" shall be the State of Ohio, where we are headquartered.

This Agreement includes the following disclosures applicable to the Bank's personal and business deposit accounts that the Bank has provided to you: (1) account features, (2) Additional Banking Services and Fees, (3) the rate sheets for

1 Deposit products and services offered by JPMorgan Chase Bank, N.A. Member FDIC.

interest bearing accounts, and (4) any additional disclosures regarding your Account that the Bank will provide to you. Fees mentioned throughout this agreement can be found in the product disclosures and Additional Banking Services and Fees disclosures referenced above.

GENERAL ACCOUNT TERMS AND CONDITIONS

Deposits or Cashed Items

Checks, drafts and other negotiable instruments, including substitute checks (see the section of this booklet entitled Check 21 – Substitute Check and Your Rights) (collectively "checks") deposited to your Account or cashed, automated clearinghouse ("ACH") entries and all other types of external and book-entry funds transfers (checks and funds transfers collectively referred to herein as "items"), may be charged back against the Account (or an Account for split deposits) or any other Account of yours at the Bank if we are informed that the item is being or has been returned unpaid (or, for checks drawn on other accounts with us, the check is dishonored by us for any reason), without regard to whether such return or dishonor is timely. When a deposited or cashed item is returned, you may be charged a Deposited Item Returned fee. We may charge your Account whether or not the check is returned to us, and whether or not we can return the item or a copy to you. Even if we verify a deposited or cashed check and tell you that the check has been paid, that will not release your liability as an endorser. This right shall extend to any check or other item deposited into your Account or cashed, that is finally paid and then is returned because a claim is made that the check or other item was altered, forged, unauthorized, has a missing signature or should not have been paid for any reason. In lieu of charging your Account we may withhold an amount equal to such check or other item from your Account until a final determination of the validity of such claim has been made. We have no duty to return a check that has been charged back to an Account if that Account has become overdrawn. We are not required to give you next-day notice if a deposited or cashed item is dishonored.

Any check deposited to your Account that lacks an endorsement may be, or may be deemed to be, endorsed by us on your behalf. With respect to any such check, our rights and your liabilities shall be determined as though you actually endorsed and deposited the item. Further, any check deposited to your Account that bears your stamped or facsimile endorsement shall be deemed to bear your actual endorsement whether such endorsement was affixed by you or by someone having no authority to supply your endorsement. You agree to assume responsibility for and to indemnify us for any loss we may incur as a result of your failure to comply with the endorsement standards set forth in our Endorsement Standards section of this Agreement. If you deposit a remotely created check, you guarantee that the check was authorized by the account holder for payment in the amount shown. Remotely created checks are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder's actual signature, the check identifies that the account holder authorized the check.

We may rely on the account number on any deposit record received, even if the record identifies a party different from the entity identified by name in the record, and we have no duty to detect any such inconsistency in identification.

We may return or refuse to accept all or any part of a deposit or credit to your Account at any time and will not be liable to you for doing so even if such action causes outstanding items to be dishonored and returned. Returned or refused deposits (or the legal equivalent of the deposited item) will be returned to you. In addition, you will be solely responsible for any loss or liability we sustain in connection with the deposit of substitute checks.

We will not give you next day notice of receipt of an electronic deposit to your Account but will provide such notice to you on your next periodic Account statement. You may call us to confirm an ACH or wire transfer deposit.

Credits for Deposits

A receipt may be provided or made available upon request for all deposits to your Account (except for remote deposits, e.g., lock box, night depository services and certain funds transfers). However, the amount on your deposit receipt is based solely on your deposit ticket. Funds from your deposits to your Account may not be made immediately available. We shall not be construed to have received for deposit checks sent by mail or placed in the night depository until we have either received actual delivery from the U.S. Postal Service or have removed the checks from the depository. Checks placed in such depository will be removed not later than the next business day. All deposits made by mail and addressed to a Bank location without using a specific branch name and street address will be considered received by the Bank's National Bank-By-Mail facility in Louisville, KY as of the date such deposit is received by such facility. For checking accounts, funds will be made available according to Federal Reserve Regulation CC and our Funds Availability Policy. Credits for all deposits are subject to final verification and, after review, we may make adjustments to your Account for any errors, including any errors appearing on your deposit ticket, but have no obligation to do so for discrepancies under ten dollars. In addition, the availability of funds for withdrawal does not mean that the deposited check or other item is "good," has "cleared" or has been paid by the paying bank, or that the item will not be returned unpaid and your Account subsequently debited, notwithstanding the passage of any period of time or any representation or belief to the contrary. We may accept credits to your Account that have been originated by third parties (e.g., ACH credits, wire transfers). However, we may reverse any credit to your account that the originator of such deposit has informed us was in error, or was intended for another account, without investigating whether such credit was not properly payable to you.

We need not accept for deposit items drawn on a non-U.S. bank or items payable in a foreign currency and may instead accept such items on a collection basis, even after we have taken physical possession of such items. If accepted on a collection basis, we will not be obligated to credit your account for such items until we have received final payment. The actual credit for items payable in a foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars. Regardless of whether such items are accepted for deposit or on a collection basis, our Funds Availability Policy will not apply.

Collection of Deposits

You agree that we act only as your collecting agent in receiving items for deposit or collection and assume no responsibility beyond reasonable care. We will use reasonable care in the selection of collecting agents but will not be liable in case of their failure or negligence or for losses in transit.

You agree that we, and each of our correspondents, may send checks subject to collection, directly or indirectly, to any bank, depository, maker or drawee in accordance with our usual custom and may accept checks, drafts or credits as conditional payment.

You agree to use reasonable care to assist us in locating or obtaining replacements of items lost while in our possession. We may agree with other banks and clearing houses to vary procedures regarding the collection or return of items, and deadlines to the extent permitted by applicable law.

Withdrawal Procedures and Limitations

In accordance with the features of your Account, you agree that we may charge your Account for any withdrawal or

transfer that you make or authorize another to make. We may, as a condition of withdrawal, require you to provide us with identification or information acceptable to us and/or your signature on certain withdrawal documents signed in the presence of our personnel. If you request to withdraw large amounts in cash, we may place reasonable restrictions on the time and method of your withdrawal and may require that you sign a document releasing us from any liability in case you are robbed or assaulted. We may refuse the withdrawal if you do not agree with these conditions.

Federal regulations impose limitations on transfers from savings accounts and we are required to monitor your compliance with them. You may make no more than six withdrawals (including withdrawals made by check, debit card, ACH, telephone, Internet, or wire) during any monthly statement period on these accounts. This limit does not apply to withdrawals made in person or through ATMs, mail (by a check payable and mailed to you), or messenger. We will charge a Savings Withdrawal Limit fee for each withdrawal that exceeds this limit. In addition this transfer may also invoke an Additional Withdrawal fee for J.P. Morgan Savings accounts for having exceeded applicable withdrawal limits. If you continue to exceed any transfer limits on your Account after we have notified you of any such transfer violation, we will close your Account and transfer the funds to another deposit account type selected by us for which you are eligible or eliminate your Account's transfer and check privileges.

For all savings accounts, interest bearing checking accounts and holding sub-accounts, we reserve the right to require seven (7) days prior written notice of withdrawal. In addition, any personal checking account for which a one-time promotional payment to or for the account is made by us as a premium or other consideration upon account opening may cause such account to be considered an interest bearing checking account for this Agreement (and, for statutory purposes, a NOW account) and subject to the potential seven-day withdrawal notice requirement, even though such account may not accrue interest on a periodic basis.

Payment and Deposit of Checks
You agree not to issue incomplete, postdated or conditional checks or present them for deposit to your Account. Also, we have no duty to discover, comply with or have any liability for accepting any incomplete, postdated, conditional checks or checks more than six months old, even if you have provided us with notice describing this check. We may charge a person who cashes your check a fee, or refuse to cash your check, if that person is not a deposit or loan customer of ours.

We have no duty to honor and we may disregard any information on a check other than the identification of the paying bank and payee, the amount (we may rely upon either the numeric amount or the amount in words if contradictory) and any MICR encoded information, and specifically have no duty to visually inspect signatures. We may construe as "or" any symbol, mark or word (other than the word "and") used as a connective, or may imply an "or" in the absence of any connective, on the payee line of any check containing multiple payees. In addition, for both personal and business Accounts, we may debit an Account based on a single signature, and a multiple-signature requirement is for the customer's internal use only, notwithstanding any communication to us to the contrary.

You agree that if you utilize an automatic check writing service which operates through the use of a personal computer, employ the use of a facsimile signature or do not otherwise provide your personal signature on a check, you agree that you shall have the sole responsibility for maintaining security of any such computer, stamp or device by which your signature is affixed and that you shall bear the entire risk of unauthorized use of any such device or of any facsimile signature that reasonably resembles the signature you use, whether or not you are negligent. You also agree that the treatment of each check presented against your Account through the use of such a service and our rights and obligations with regard to such check will be the same as if the check was signed or initiated personally by you. You further agree to indemnify and hold us harmless from and against any and all loss, cost, damage, liability or expense (including attorney fees) we may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of any such device or of any facsimile signature that reasonably resembles the signature you use.

Your Account may be debited on the day a check is presented by electronic or other means, or at an earlier time based on notification received by us that such check drawn on your Account has been deposited for collection at the Bank or at another financial institution. A determination of your Account balance for purposes of making a decision to dishonor a check for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the check, and no more than one such determination need be made. If the Bank dishonors any check, we shall treat any subsequent representment the same as the original presentment in all respects (including imposing an additional Insufficient Funds or Returned Item Fee if applicable), and shall have no duty to take any steps to prevent representments of such checks.

Check and Forms Specifications/Protection of Documents
All checks, withdrawal forms, deposit slips and transfer instructions used in connection with your Account must be on forms obtained through or approved by us. You agree to maintain adequate safeguards to ensure the authorized use of the forms you retain, and agree to notify us immediately if you become aware that any checks or other forms are lost or stolen. We are not responsible for losses you may suffer due to improper printing on forms not obtained through or approved by us, your failure to maintain adequate safeguards against unauthorized use, or your failure to issue checks in a manner so as to prevent unauthorized completion, alteration or addition. You agree that we may refuse to accept for deposit or to process any check or other item that is presented to us in a form that cannot be processed or photographed using equipment that we regularly use in our normal operations.

Overdrafts
We may, but are not required to, refuse to pay any item unless your available account balance at the time is equal to or more than the amount of the item, plus all other items received. Even if we have paid overdraft items previously, we will not be required to do so at any future time. We generally will not authorize a non-repeating ("everyday") debit card transaction if your available account balance is insufficient to pay the transaction in two cases: for business accounts, if you have notified us not to pay debit card overdrafts or, for personal accounts, if you have not notified us to pay debit card overdrafts. Your "available account balance" is the balance after deducting (1) deposits that are not yet available for withdrawal under our funds availability policy, (2) debit card or other transactions that we are legally obligated to pay, or have already paid out in cash, (3) other pending transactions like ACH transactions, and (4) any holds on your account to comply with court orders or other legal requirements.

An "overdraft," or "overdrawing" your account, means that your account balance, minus deposits that are not yet available and minus holds on your account to comply with court orders or other legal requirements, is negative or is less than the total of all items presented on a business day.

We look at your account balance only once from the time we receive an item until we return it to decide whether the item causes an overdraft. We may charge your account for a debit card transaction based on the authorization request.

Generally, for each business day, we will (i) add deposits to your account, (ii) subtract wire transfers, debit card transactions, online banking transactions, ATM withdrawals, teller cash withdrawals, cashed checks and deposited checks drawn on us, in the order in which they were authorized, withdrawn, or deposited, and (iii) subtract all other items in highest to lowest dollar amount. We reserve the right to use a different order in certain states.

It is your responsibility to avoid overdrawing your account. Talk to your J.P. Morgan team to learn about Overdraft Protection services. We also offer Personalized Alerts to keep you informed about the balance and transactions in your account.

You must immediately pay the amount of any overdraft together with any applicable fees or charges. If you fail to do so, you may be charged additional fees or interest. Until you pay such balance in full, you will pay interest on the amount of the overdraft at the rate indicated on the applicable rate schedule. We also may report you to credit reporting agencies, close your account, or both. These actions could affect your ability to open accounts in the future.

You authorize us to apply any subsequent deposit against the amount of any overdraft and resulting fees or charges. Subsequent deposits include any federal or state benefit payments that you choose to deposit in any account (including direct deposit of Social Security). You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time.

You agree to pay all costs and expenses, including attorney fees, we incur in collecting any overdraft. In addition, if we close your account with an outstanding overdraft and charge off the amount of the overdraft, we may charge a Collection fee. We may still pursue collection of your account (including suing you) after it is charged off.

Insufficient Funds, Returned Item, and Extended Overdraft Fees
We may charge a fee for any item presented when your account is overdrawn, whether or not we pay the item. If we pay the item, we may charge an Insufficient Funds fee. If we return the item, we may charge a Returned Item fee. We will not charge an Insufficient Funds fee for an everyday debit card transaction in two cases: for business accounts, if you have notified us not to pay debit card overdrafts or, for personal accounts, if you have not notified us to pay debit card overdrafts.

We may limit the number of Returned Item and Insufficient Funds fees we charge for a business day. We will not charge Insufficient Funds fees if your ending account balance is overdrawn by $5.00 or less. For some types of accounts and for accounts located in some states, we may charge an Extended Overdraft fee for any overdraft balances that are not promptly repaid, charge interest for any overdraft, or both.

Refer to your fee schedule for information about what fees apply and how fees are calculated for your account.

Specific Terms for Certificates of Deposit
The standard minimum deposit amount to open a Certificate of Deposit ("CD," which term shall include Retirement CDs unless otherwise identified below) is $1,000. Subsequent deposits are not permitted except during the grace period. By opening your CD, you have agreed to keep the funds on deposit for the agreed upon stated term.

Grace Period. The grace period is the time after your maturity date that you can make changes to your CD's term, rate or balance before it automatically renews for the same term. A grace period of ten (10) calendar days applies to a CD with a term of 14 days or greater. A grace period of five (5) calendar days applies to a CD with a term of 7 through 13 days.

Maturity Conditions. For automatically renewable CDs, your CD will automatically renew for the same time period as the initial term, and thereafter for successive like periods of time, with an interest rate then in effect on the renewal date for like term CD to be applicable during such time period. This will not apply if you withdraw your funds during the grace period following the maturity date. Withdrawals made during the grace period are not subject to early withdrawal penalties described below. If your CD is redeemed during the grace period, it will not earn interest after the maturity date. For single maturity CDs, your CD will not automatically renew on the maturity date. No interest is earned or paid after the maturity date.

CD Special Interest Rates. If your CD has a CD special interest rate, that rate applies only to the initial CD term. At the time of renewal, unless withdrawn during the applicable grace period, your CD will automatically renew for the same term at the standard (non-special) interest rate in effect on the renewal date or for the Relationship interest rate if you qualify.

Early Withdrawal Penalties. THERE IS A PENALTY FOR WITHDRAWING FUNDS PRIOR TO THE MATURITY DATE.
If the term of the CD is less than 365 days, the early withdrawal penalty is equal to $25.00 plus 1% of the amount withdrawn. For terms of one year or more, the early withdrawal penalty is equal to $25.00 plus 3% of the amount withdrawn. If the withdrawal occurs within seven (7) days after the date of deposit, the amount of the early withdrawal penalty shall be calculated as above, but in no event shall it be less than the accrued interest. Early withdrawal penalties may require a reduction in the principal amount if the amount of accrued and unpaid interest on the deposit is less than the penalty. Early withdrawal penalties will be waived under the following circumstances:

- Withdrawal of accrued or paid interest;
- Withdrawal due to the death of a CD owner (including Totten Trust) or a grantor of a revocable family/living trust;
- Withdrawal due to the disability of a CD owner;[2]
- Withdrawal due to the judicial determination of legal incompetence of a CD owner;
- Re-titling of a CD to transfer ownership of funds into a living trust without moving funds from the Bank and where no change in term or rate occurs.

Stop Payments
You may stop payment on a check drawn on your Account if we have not accepted, certified, made final payment on or otherwise become accountable for the item. Any joint owner may order us to stop payment on any check drawn on your Account. A Stop Payment fee may apply. To stop payment on a check, please call us at the phone number listed on your monthly statement.

You must provide us with the precise Account and check number/amount to allow us to identify the check based upon our computer retrieval system standards. A stop payment order shall become effective not later than one full business day after we have received such information, which you agree is a reasonable time. If a cashier's check, teller's check ("official check") or certified check is lost, destroyed or stolen, you may assert a claim to the amount of the check if you give us a declaration of loss statement in a form acceptable to us and the check has not been presented for payment for 90 days from the issue date or in the case of certified checks, from the date of acceptance.

2 Except during the first seven days following account opening or for withdrawals made within six days of a previous withdrawal, in which case the penalty must always be applied.

For personal Accounts, an oral or written stop payment order is effective for 180 days, and may not be extended. However, you may place an additional stop payment order at any time, in which case such order shall replace the prior instruction, and shall be effective for 180 days from the day such additional order was placed. An additional stop payment fee will be charged. We will not send a confirmation of your stop payment order. For business Accounts, an oral or written stop payment may be placed for two lengths of time. You may place a stop payment order to be effective for 180 calendar days or you may place a stop payment order to be effective for one year and then renewable annually, at your choice, for six additional years. We may send you a written confirmation of your stop payment order. If any of the information on the confirmation is incorrect, you must notify us within the time period stated on the confirmation. If you do not do so, the information will be presumed to be correct. You will receive a 60 to 90 day advance notification of stop payments scheduled for renewal on your business Account statement. You may request at that time to discontinue the renewal of a stop payment by indicating the stop payment you wish to revoke and returning the notice portion of the statement, with an authorized signature, to the address provided. For personal and business Accounts, when the effective period of the stop payment order expires, we have no duty or obligation to notify you before we pay the item.

If you stop payment on a check drawn on your Account, you may still be obligated to pay such item to any party entitled to enforce it pursuant to applicable state law.

Inactive and Unclaimed Accounts
Each state has laws that govern when accounts are considered inactive or unclaimed and when the Bank is required to send a client's funds to the state. We encourage you to make sure your accounts remain active so you receive regular statements, have the full use of your accounts, and avoid the potential of having your account assets transferred to the state as unclaimed property. We will send you a letter in advance if your account assets may be transferred to the state as unclaimed property.

Statements (for Retirement CDs and Retirement Money Market Accounts refer to your IRA/CESA or QRP plan document)
We will maintain appropriate records of your Account. An Account statement for checking and savings accounts will be sent to you at your current address listed on our records on a monthly basis, unless there have been no deposits or withdrawals made to your accounts within a 30-month (12 months in Texas) period, in which case annual statements will be sent, unless otherwise specifically indicated in the personal accounts or business accounts sections of this Agreement. Statements will be sent via ordinary U.S. mail, unless you and the Bank agree otherwise. We will send at least one statement per Account, even if that Account has more than one owner. You agree that sending the Account statement as described qualifies as sending the Account statement to all owners of the Account, even if all owners do not have access to the mailing address of record for the Account.

We may change your postal address of record if we receive an address change notice from the U.S. Postal Service or if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

As used in this Agreement, the monthly statement period means the time period covered by your Account statement. This time period may or may not correspond to a calendar month but in most cases will not exceed 32 days or be less than 28 days. The specific dates covered by your Account statement will be set forth in the statement.

Check Enclosure Options
If, at your election or your Account features so require, we retain your cancelled checks and do not return them with your Account statement, you acknowledge that the original cancelled checks may be destroyed after a reasonable period of time as determined by us. You agree that by maintaining the original check or a copy thereof on your behalf, we have otherwise made the check available to you in a reasonable manner. You may request a copy of any cancelled check and a service charge may be imposed for each copy provided. If for any reason we cannot return a copy of your check or satisfy your needs through other means, you agree that we will not be liable for more than the face amount of the check.

If available, when we retain your cancelled checks, you may request that we include images of the front of your cancelled checks with your statement ("Image Statement"). However, you may elect to neither have your cancelled checks nor images thereof included with your statement ("Check Safekeeping") and unless the terms of your Account require Check Safekeeping, you may elect to have your checks returned with your Account statement ("Check Enclosure") rather than receiving images thereof.

Some merchants, utilities and other billers may elect to convert your check into an electronic funds transfer. Since we do not receive your check, neither a cancelled check nor its image is available from us. Additionally, we may elect to receive electronic images from other banks or financial institutions in lieu of original checks. If we receive an electronic image for payment, this image will appear with other cancelled checks on your Image Statement, however, the cancelled check is not available from us.

If you have elected to have your checks returned in your statement for the first checking account listed on your statement, then all other checking accounts listed in your statement will require Check Safekeeping (for business accounts, you may elect Check Enclosure option for all checking accounts). If the first checking account election is Image Statement, then other checking accounts will default to Image Statement, unless Check Safekeeping is elected or required by the terms of that account. If the first checking account has Check Safekeeping, then all other identified checking accounts will require Check Safekeeping as well.

Notification of Errors, Forgeries and Unauthorized Signatures (for Retirement CDs and Retirement Money Market Accounts refer to your IRA/CESA or QRP plan document)
You agree to reconcile your statement promptly upon receipt. If we honor a check, debit card, ATM or other item drawn on or posted to your Account that is altered in any way or was not drawn or otherwise authorized by you ("unauthorized item") or if your Account statement contains any errors, you agree to notify us in writing of such unauthorized item or error within 30 days of the date on which the unauthorized item, or the Account statement that contained a description of the unauthorized item or error, was mailed, transmitted or otherwise made available to you. You must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the Account statement is mailed, transmitted or made available to you. You agree to provide us with all information necessary for us to investigate the alleged error or unauthorized item, associated police reports, supporting affidavits, and testimony we reasonably request. Failure to report an unauthorized item or error, or that you did not receive your scheduled statement, within the 30-day time frame set forth above, or to abide by the conditions set forth herein, shall be deemed conclusive proof that you failed to exercise reasonable care and promptness in examining the items and statements of the affected Account and in notifying us of the unauthorized item or error. You agree that such items and errors shall therefore be fully enforceable against

you and you shall have no claim against us for same and shall be barred from bringing any action against us that is in any way related to the unauthorized item or errors.

Notwithstanding the foregoing, the Electronic Funds Transfer Services section of this Agreement governs the reporting of errors on consumer electronic funds transfers governed by Federal Reserve Board Regulation E. You also have those rights afforded to you under federal law for substitute checks. Please see the Check 21 section of this Agreement for more information.

Sub-Accounts
For accounting purposes, all checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted, and a holding sub-account into which available balances above a preset level are transferred daily. Funds will be retransferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, access and information, tax reporting, fees, etc.

Linked Accounts
For checking and savings accounts, you may elect to have these accounts appear on a single statement. Since accounts with at least one common owner can be included on an account statement, you agree that information regarding your Account may be made available to any other owner on any of the accounts that are identified on that combined statement.

Many checking accounts permit you to link other accounts you may have with us or our affiliates to help waive the monthly Service Fee for that checking account based upon the balances you keep in those other accounts. These other accounts need not be included on your statement for those pricing benefits to apply, and accounts that appear on your combined statement are not automatically linked for purposes of pricing. If you have multiple checking accounts listed on your statement, pricing benefits may only apply for the first checking account listed. In addition, balances held in any particular account may only be used for pricing benefits applied for one checking account.

Linking accounts is always at our discretion. If you choose to link your personal accounts to other accounts for which you serve as trustee or custodian (fiduciary), your personal account may receive a financial benefit. Under fiduciary law, any financial benefit you receive is considered a violation of fiduciary duties. We bear no responsibility for your decision to link fiduciary and personal accounts. You should carefully consider this decision, and consult with your legal advisor if necessary.

Note: we will not automatically place accounts on one combined statement or link accounts for pricing; you must take authoritative action to do so.

Interest:
Checking and Savings Accounts
Your Account, if designated as interest bearing, will be a variable rate account on which we may change the interest rate and annual percentage yield from time to time at our discretion without notice to you. We do not impose a limit on the amount the interest rate and annual percentage yield on your Account may change. If you have requested your Account not to accrue interest on a periodic basis, we will not establish or maintain an interest rate for the Account until such time as you have requested the Account to begin earning interest.

Interest begins to accrue on the business day we receive credit for your non-cash deposit. For cash and electronic transfers, interest begins to accrue on the business day of your deposit. For purposes of accruing interest, we use the daily balance method for calculating interest. This method applies a daily periodic rate to the principal balance in your Account each day, which may be based either on collected or ledger balances as set forth in the product features for your Account. The collected balance is the balance of all deposits in your Account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for non-cash items). The ledger balance is the balance in your Account without regard to credit or availability. Interest is credited and compounded monthly and is computed on a 360- or a 365-day basis. We reserve the right not to pay interest on any deposited item that is returned to us unpaid.

The interest rate and annual percentage yield applicable to your Account on the date your Account is opened will be set forth on a separate "rate sheet" or other interest rate disclosure provided to you when your Account is opened. That interest rate disclosure is considered a part of this Agreement.

Certificates of Deposit
We use the daily balance method to calculate interest on your CD. This method applies a periodic rate each day to the principal balance. Interest begins to accrue on the business day you deposit cash or non-cash items. Interest for CDs is calculated on a 360- or 365-day basis. The APY disclosed on the face of your Deposit Receipt, which is considered part of this Agreement and, if applicable, on the maturity notice, assumes interest will remain on deposit until maturity. On maturities of more than one year, interest will be paid and reported to the IRS at least annually (excludes Retirement CDs). A withdrawal will reduce earnings.

Record Retention
We shall abide by federal and applicable state record retention laws and may dispose of any records that have been retained or preserved for the period set forth in these laws. Any action by or against us based on, or the determination of which would depend on, the contents of records for which a period of retention or preservation is set forth in these laws shall be brought within the time for which the record must be retained or preserved, unless applicable law provides a shorter limitation period. Any action against us on an automatically renewable CD must be brought within the retention period applicable to that CD based on the stated maturity date in the most recent record evidencing the existence and term of the CD.

Fees and Service Charges
You agree to pay the monthly service fee, transaction fees, fees or interest charges for insufficient funds and stop payments, and all other applicable service charges or fees identified herein as applicable to your Account, or which may be otherwise mutually agreed upon by you and the Bank. You authorize us to charge your Account for these fees and service charges at any time whether or not such fees or charges will result in an overdraft of your Account or, where there are not sufficient funds in your Account to cover your fees and service charges, to bill you separately. You acknowledge and agree that the funds in your Account used to pay such fees and service charges may include any federal or state benefit payments that you choose to deposit in any Account (including direct deposit of Social Security). You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time.

Form of Account Ownership and Fee Allowance Rate:
Refer also to the General Terms for Accounts and Services Section for types of accounts other than Business Deposit Accounts.

You agree that if your Account is identified as one offered only to individuals or unincorporated nonbusiness associations, it shall not be used for a business purpose.

Business Accounts
Where a corporation, unincorporated association or limited liability company, partnership, including a limited partnership, limited liability partnership, or joint venture, government entity or sole proprietor (collectively, the "business") is designated or appears on a signature card as the owner of such account, then the account is payable only to or on the order of the business, and not to any individual director, shareholder, member or partner thereof except as they may be a payee on a check or other item drawn on your Account. You further represent and agree that the business has taken all action necessary to open and maintain banking accounts at the Bank and that all resolutions and/or other documentation delivered to us in connection with the account are true, accurate, complete, and will be kept up to date and may be conclusively relied upon by us. You agree to notify us in advance of any change in your form of ownership. You also agree that we are not obligated to cash checks payable to you or to accept "less cash" deposits. Notwithstanding anything to the contrary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary, even if the account is titled as a "fiduciary" account with that role being played by you.

You agree that each eligible signer is authorized to endorse for collection, deposit, or negotiation any and all checks, drafts, notes, bills of exchange, certificates of deposit, and orders for the payment or transfer of money between accounts at the Bank and other banks, either belonging to or coming into the possession of the business. Endorsements "for deposit" may be written or stamped. We may accept any instrument for deposit to any depository account of the business without endorsement or may supply the endorsement of the business. The person(s) so designated is authorized to sign any and all checks, drafts and orders drawn against any designated account(s) of the business at the Bank. We are authorized to honor and pay all checks, drafts and orders when so signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds even if doing so causes an overdraft or increases an overdraft and regardless of to whom such instruments are payable or endorsed, including those drawn or endorsed to the individual order of any such person so listed.

In addition, each eligible signer is authorized to act for and on behalf of the business in any matter involving any Account of the business, including the authority to instruct us to close the Account, and is further authorized to sign and implement for and in the name on behalf of the business, as they, or any of them see fit, the terms of all agreements, instruments, drafts, certificates, or other documents relating to any depository accounts or other business including, but not limited to, night depository agreements, funds transfer agreements or safe deposit agreements.

Business accounts are accounts held by or on behalf of an entity (a person other than a natural person) or held by an individual in a professional or business capacity. Each month the noninterest- bearing funds in a business Account may earn a Fee Allowance Rate that is based on the current market conditions. The Fee Allowance Rate is used to calculate an allowance that can be used to offset monthly fees. Each month's allowance is calculated by taking the average monthly noninterest- bearing collected balance of your Account during the month and multiplying the result by the Fee Allowance Rate determined at JPMorgan Chase Bank, N.A.'s discretion and by the number of days in the billing cycle divided by the number of days in the year.

Each month's credit will be used to offset maintenance and certain transaction fees incurred in that month for account maintenance and services. The credit may only be applied against current fees and will never be credited to your Account. Fees in excess of a credit will be charged to your Account, or to the Account designated as your primary business checking account if you have more than one. No credit is earned on funds in personal noninterest- bearing accounts.

Telephone Requests
You agree that funds in any of your Accounts with us can be transferred, upon the telephone request of any signer on the Account, to another account with us or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

Electronic Communication
Any communication contemplated by this Agreement may be delivered by electronic means if you have agreed to electronic notices rather than via U.S. mail or other means to the extent permitted by law.

Powers of Attorney
If you wish to designate an attorney-in-fact, you must do so in a form acceptable to us. Subject to the laws of your State, we reserve the right to refuse to honor any Power of Attorney presented to us, as well as to refuse to recognize a successor attorney-in-fact at any time, whether or not the successor attorney-in-fact is specifically identified in the Power of Attorney. In addition, we reserve the right to refuse to follow the instruction of an attorney-in-fact to designate the attorney-in-fact as a joint account holder, ITF beneficiary, or POD beneficiary to the Account. You agree that we are authorized, but not required, to honor a Power of Attorney until we receive written notice (1) that you have revoked the Power of Attorney or (2) that the Power of Attorney has been revoked as a matter of state law, and that we have had a reasonable opportunity to act on that written notice.

Adverse Claims
Upon receipt of oral or written notice from any party of a claim regarding the Account, we may place a hold on your Account and shall be relieved of any and all liability for our failure or refusal to honor any item drawn on your Account or any other withdrawal instruction. We may file an action in interpleader with respect to any Account where we have been notified of disputed claims to that Account. If any person asserts that a dispute exists, we are not required to determine whether that dispute has merit in order to refuse to honor the item or withdrawal instruction, or to interplead any funds in the Account.

Legal Proceedings/Other Restrictions
We may restrict the use of your Account if the Account is involved in any legal or administrative proceeding, whether or not we're a party to the proceeding. All expenses incurred by us as a result of a proceeding affecting your Account, may be charged against your Account or billed to you separately. These fees may include, but are not limited to, court costs and attorney fees.

We may also restrict the use of your Account when we reasonably consider such action necessary to avoid a loss. This may occur if we suspect that irregular, unauthorized, or unlawful activities may be involved with your Account, whether or not we suspect that you are directly or indirectly aware of these activities. Such restrictions shall be placed pending an investigation of these activities.

Set-Off
You agree that we may, without prior notice or demand, apply or set off the funds in your Account at any time to pay off any debt, whether direct or indirect, you have with us or any of our affiliates and/or any fees or service charges owed to us, and you grant us a security interest in each Account to secure such debt, as it may arise. You expressly agree that

such rights extend to any Federal or state benefit payments (including without limitation Social Security benefits) electronically deposited into your Account. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time. If your Account is a joint account and one or more joint owners are indebted to us in any manner, we may use the funds in the joint account to pay the debt without prior notice to you. This right of set-off does not apply if the debt is created under a consumer credit card plan or your right to withdraw funds from the Account arises only in a representative capacity. You also acknowledge and agree that any federal benefits or other payments deposited to your Account after a date of ineligibility must be returned to the Federal Government or other payor, as applicable, and we may set-off against any of your Accounts in order to recover any ineligible benefits or payments you may have received if we are obligated to return funds to the payor. If we make a set-off against your Account, you agree to release and indemnify us from all liability for our actions.

If you or any joint owner draws a check or otherwise authorizes withdrawals not presented for payment until after the drawer's death, or if any joint owner is indebted to us at the time of his or her death, we are authorized to pay such checks and withdrawals and exercise our right of set-off against the Account after such joint owner's death, notwithstanding any rights that a surviving joint owner, a POD payee or a beneficiary of an ITF or "trustee for" account may have to funds in the Account.

No Waiver
No failure by us to exercise any right will be taken as a waiver of that right or any other right, and we may still enforce all of our rights in the future.

Closing Your Account
Either you or the Bank may close your Account at any time with or without cause. If you close your Account, you may be charged an Account Closing fee. We may automatically close your Account if it reaches a zero balance. Any closed account may be automatically reopened if we receive a deposit to the Account. If we close your Account, we may send you written notice that the Account is closed on the date we close your Account. We will return the balance in your Account less any fees or service charges, claims, setoffs or other amounts you owe us, if such net amount exceeds one dollar. Please allow four weeks to receive such funds from us. After your Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree that we shall be relieved of any and all liability for refusing to honor any check drawn on a closed Account. We have the right to advise consumer reporting agencies and other third party reporting agencies of accounts closed for misuse.

Change in Account Agreement
We may change the terms of this Agreement, including any fees or features of your Account, upon notice sent to you via ordinary U.S. mail at least 30 calendar days prior to the effective date of the change; provided however, for automatically renewable CDs, no such change shall be effective prior to the renewal date, and such notice may be provided with ten days written notice prior to the renewal date. You agree that such notice may be provided to any joint account owner. By maintaining your Account after the effective date of any change, you agree to be bound by the changes. No notice is required for changes in the interest rate and corresponding changes in the annual percentage yield for variable rate accounts or in fees for document printing.

Rules Governing Your Account
Your Account is governed by all rules and regulations of applicable federal law and the laws of your State (to the extent they are not considered to have been preempted by federal law), including those that may modify the terms of this Agreement. All deposits, items transmitted for collection, and any other transactions concerning your Account are subject to applicable clearinghouse rules and Federal Reserve rules and regulations.

Notwithstanding any other provision herein, this Agreement or any section of this Agreement may be changed or terminated without notice to the extent necessary to comply with any law or regulation of any appropriate federal or state authority.

If a conflict exists between any provision of this Agreement and any statements made by any employee of ours or our affiliates, this Agreement and the applicable sections will control.

Liability
You agree that we shall be relieved of any and all liability for acting upon your instructions or failing to act on your instructions when we reasonably believe that to do so would cause us to be exposed to civil or criminal liability, or conflict with customary banking practices.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED DRAWER'S SIGNATURE OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, SHALL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.

Location of All Legal Proceedings
If you file any lawsuit or other legal proceeding against us that is connected in any way to your Accounts or services, you must do so in an appropriate court in the state and county where you opened the account. If you relocate your Account to another branch, you must file any lawsuit or proceeding in the state and county where that branch is located. In addition, if we file any lawsuit or legal proceeding that is connected in any way to your Accounts or services, you consent to jurisdiction and venue in an appropriate court in the location described in this paragraph. If either party chooses to have disputes determined under the section entitled Arbitration, that section rather than this section governs the process and location of the arbitration proceedings.

If you reside in a U.S. state where we have branch offices, any account you open by mail, internet, or other remote means will be assigned to a branch in the state where you reside, and for purposes of this section your account will be considered to be opened at that branch.

If you do not reside in a U.S. state where we have branch offices, any account you open by mail, internet, or other remote means will be considered to be opened in Franklin County, Ohio.

Waiver of Immunity
To the extent that you have or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, or otherwise) with respect to yourself or your property, you hereby irrevocably waive such immunity in respect of your obligations hereunder to the extent permitted by applicable law. Without limiting the generality of the foregoing, you agree that such waivers shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purpose of such act.

Arbitration

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES, WITH THE SPECIFIC EXCEPTION STATED BELOW, THAT ANY DISPUTE MUST BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR TO BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND THE BANK MIGHT OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS THE RIGHT TO APPEAL AND TO CERTAIN TYPES OF DISCOVERY, MAY BE MORE LIMITED OR MAY ALSO BE WAIVED.

Either you or the Bank may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy raised by either you or the Bank against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, heirs, agents or assigns of the other, arising from or relating in any way to this Agreement, any prior account agreement between you and the Bank, or the advertising, the application for, or the approval of your Account (the "Claim" or "Claims"). All Claims originating from or relating to this Agreement are subject to arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law, or any request for equitable relief. Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and any party to a proceeding in court may elect arbitration with respect to any Claims advanced in the lawsuit by any party or parties.

As an exception to this arbitration provision, you retain the right to pursue in a small claims court, any Claim that is within that court's jurisdiction and proceed on an individual basis.

If you or the Bank elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor the Bank consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with any arbitration on a class or representative basis. This arbitration provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general or other representative action, which Claims hereby are made subject to arbitration on an individual (non-class, non-representative) basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between you and the Bank related to this Agreement raised in such lawsuits will be subject to an individual arbitration Claim if either you or the Bank so elects.

The party filing a Claim in arbitration must select either one of two national arbitration administrators: the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"). The arbitration organization that is selected will apply its code or procedures in effect at the time the arbitration claim is filed, unless any portion of that code or those procedures is inconsistent with any specific terms of this arbitration provision and/or this Agreement, in which case this arbitration provision and this Agreement shall prevail. The arbitration will be conducted before a single arbitrator. The arbitrator will apply applicable substantive law, including but not limited to the applicable Uniform Commercial Code, consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") and the applicable statute of limitations or condition precedent to suit, and will honor claims of privilege recognized at law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator's authority is limited solely to the Claims between you and the Bank alone. The arbitration may not be consolidated with any other arbitration proceeding. You and the Bank do not agree to any arbitration on any basis to which any party other than you and the Bank, the related parties enumerated above such as heirs, successors and assigns, or any other person obligated on the Account, is involved.

Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules and laws that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

We will reimburse you for the initial arbitration filing fee paid by you up to the amount of $500. If there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. If you prevail in the arbitration of any Claim against us, we will reimburse you for any fees you paid to the arbitration organization in connection with the arbitration. All other fees, including attorneys' fees, will be allocated in keeping with the rules of the arbitration administrator. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms may be obtained from, and Claims may be filed with, either of the two organizations, as follows: the NAF, P.O. Box 50191, Minneapolis, Minnesota 55405, website at www.arb-forum.com; or the AAA, 335 Madison Avenue, Floor 10, New York, New York 10017, website at www.adr.org. Any arbitration hearing at which you wish to appear will take place at a location within the federal judicial district that includes your address at the time the Claim is filed.

This arbitration provision is part of and constitutes a transaction involving interstate commerce, and shall be governed by the FAA.

This arbitration provision applies to all Claims relating to your Account that arose in the past, which may presently be in existence, or which may arise in the future. This arbitration provision shall survive termination of your Account as well as voluntary payment of any outstanding indebtedness in full by you, or any bankruptcy by you. If we assign your Account to any unaffiliated third party, this arbitration provision will apply to any Claim between you and that third party if you or that third party chooses arbitration, or to any Claim between you and the Bank which occurred prior to such assignment or arises from such assignment.

Successors and Assigns

This Agreement shall be binding on your personal representative, executors, administrators, and successors. The benefits and responsibilities of this Agreement shall also transfer to and be binding upon our successors and assigns.

You may not transfer, assign or grant a security interest in (collectively, "assign") your Account without our written consent, and no assignment will be valid, nor will we be deemed to have knowledge of or be bound by such assignment, until we have noted that fact in our records. However, by noting the assignment, we do not attest to or have any responsibility for the validity of the assignment. You understand that any assignment of your Account is subject to our right of set-off.

CHECK 21 – SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?
To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are your rights as a consumer regarding substitute checks?
In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do you make a claim for a refund?
If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact your J.P. Morgan team at the telephone number or address listed on your statement or you may call:

By Phone: English 1-800-935-9935
Spanish 1-877-312-4273
Hearing Impaired 1-800-242-7383

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

YOUR CLAIM MUST INCLUDE –
- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- The following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

IMPORTANT ENDORSEMENT STANDARDS FOR PERSONAL AND BUSINESS ACCOUNTS
Your compliance with the Bank's endorsement standards is necessary to help assure that the checks you deposit will be cleared on a timely basis.

You assume all responsibility and liability for any loss that we may suffer as a result of (i) your endorsement being placed on the back of the check in a place or manner which obscures other endorsements which then causes a delay in the forward processing and/or return processing of the check, or (ii) issuance of a check on your Account in such a manner that information, marks, or bands on the back of the check obscure endorsements. You must place an endorsement on the back of a check only in the area within 1.5 inches from the "trailing edge" of the check. The trailing edge of the check is the left side of the check looking at it from the front. The remaining area of the check cannot contain any pre-printed, stamped or handwritten client information. We retain the right to refuse to accept a check for deposit when the back of the check is unreasonably obscured.

ELECTRONIC FUNDS TRANSFER SERVICES
We provide a variety of electronic funds transfer (EFT) deposit account services. These include all transfers resulting from debit cards, ATM Cards, electronic payments, credits and transfers, telephone transfers and on-line banking transactions. In conjunction with the use of these EFT services, we may issue to you an access device, which may be a card, code or other means of accessing your Account to initiate EFTs.

For Personal Accounts, EFT deposit account services exclude wire transfer and other same day settlement funds transfer services and all other transactions which are not covered by Federal Reserve Regulation E. These will be governed by a separate agreement.

For Business Accounts, wire transfer and all other funds transfer or other treasury services not identified in this section will be governed by a separate agreement.

Business Days–Everyday is a business day, except Saturdays, Sundays, and State and Federal holidays.

Types of EFT Services
A. **Access Cards** If you select a debit card or specialty debit card at the time of account opening, you may use this debit card to access your new checking account. When you open your new checking account at the branch, if you do not select a Personal Identification Number (PIN) for your new debit card, a randomly selected four-digit PIN will be sent to you. Activating your new debit card is not a condition of maintaining your checking account. When you activate your new debit card, any temporary ATM Card that may have been issued to you at the branch will be deactivated. Not applicable for Chase Premier Platinum Checking℠ and High School Checking.

By using your ATM Card or debit card (the "Card"), you agree that:

1. Your Card remains our property and will be surrendered immediately to us upon request.
2. We may cancel your Card at any time without notice.
3. You shall abide by our rules and regulations relating to the use of your Card.
4. You shall notify us promptly by telephone or in writing of the loss of your Card.
5. You shall not reveal your Card or access code associated with your Card (personal identification number or "PIN") to any person not authorized by you to use your Card and to not write your PIN number on your Card or on any item kept with your Card.
6. For merchant purchases, we have the right to place a temporary hold on your Account, which may affect available balances for purposes of authorizing other transactions or honoring other items posting to your Account, in an amount equal to the authorization amount received through the payment authorization system. Occasionally, merchants do not provide sufficient information with the transaction to allow us to match the final amount to the authorized amount. In these cases the temporary hold will remain on your Account for three business days. If the underlying transaction posts after a temporary hold drops off, we will still have the right to post the transaction against your Account.
7. We have the right to refuse a transaction on your Account when your Card has been reported lost or stolen or when we reasonably believe there is unusual activity on your Account.
8. If you use your Card to access an Account that is no longer available to complete a transaction, we may, at our sole discretion, charge or credit the transaction to another Account.
9. If you use your Card to access an Account that would exceed the daily authorization limit attached to your Card, we may, at our sole discretion, authorize the transaction.
10. The exchange rate applied by Visa® or MasterCard® to Card transactions that occurred initially in a different currency will be (i) a rate selected by Visa or MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or MasterCard itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your Card. For purchases, ATM and non-ATM cash transactions, we will add three percent to the amount provided to us by Visa and MasterCard.
11. Gambling and Illegal Activities: You will not use your account to conduct transactions relating to unlawful internet gambling or any other illegal activity. Because we are required to prevent transactions involving unlawful internet gambling, we may refuse any gambling transaction that is not conducted in person, whether that gambling is lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal activity.

Uses of Your Card

(1) You can use your Card (except for deposit only Business ATM Cards) to perform the following services at:

a. Chase-branded ATMs to:

- Withdraw cash from your designated checking and savings accounts.
- Transfer funds between your designated checking and savings accounts.
- Find out your designated checking and savings account balances.
- Make deposits to your designated checking and savings accounts.
- Make payments to qualifying Chase Credit Card, auto, home, business and personal loan products.
- Obtain a statement at participating ATMs where available.

b. Non-Chase ATMs to:

- Use your Card at participating networks. Use of your Card may vary depending on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may not perform or permit all the above transactions. Transactions at non-Chase ATMs may be subject to a surcharge assessed by the terminal owner. In addition, a specific ATM or EFT network may not provide you with access to all of your Accounts based on the policies of the ATM-owning institution. Withdrawals from ATMs outside the United States generally do not allow savings or money market access. If you have questions regarding whether a certain ATM or EFT network will process a transaction, call or write us.

(2) Business ATM Card (deposit only): You may use your Business ATM Card (deposit only) to make deposits to your designated checking and savings accounts at full service Chase branded ATMs.

(3) In addition to the services listed above, you may use your Card:

- At any financial institution that honors your Card to obtain non-ATM cash, which may not exceed your daily authorization limit and will be charged to your primary checking account. Transactions exceeding this limit may require the financial institution to phone the Bank for approval.
- To purchase goods and services from merchants who accept your Card as a means of payment. Purchases may not exceed your daily authorization limit and are charged against your primary checking account. If you have arranged with your merchant to pay for your purchases via periodic payments, this is an agreement between you and the merchant and you agree that you must notify the merchant if your account number or expiration date has been changed or your Account has been closed.
- If you request emergency services, you agree to the release of personal data to Visa U.S.A. Inc., MasterCard and its member financial institution and/or their respective contractors for the purposes of providing the emergency services.
- If you provide authorization to a merchant to bill charges on a recurring basis to your Card, and if a replacement Card has been issued to you, you must provide that merchant with your new card number and/or expiration date in order to bill the recurring charges to your Card. We will make an effort to make available to the merchant through Visa/MasterCard your account number, and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your Card until you notify the merchant and us that you have withdrawn your authorization.

(4) Point-of-Sale Terminal Transactions: You may use your Card (except for the Business ATM Card (deposit only)) to access your primary checking account to:

- Purchase goods and services from merchants and ATMs who have agreed to accept your Card as a means of payment.
- Withdraw cash in conjunction with a purchase of goods or services if permitted by the merchant.
- Perform balance inquiries on your primary checking account if permitted by the merchant.

Limitations on Transfers, Amounts, and Frequency of Transactions:

(1) You may make only 6 preauthorized withdrawals (including, but not limited to, withdrawals made by ACH, telephone, Internet or wire) from your regular savings account or 6 preauthorized withdrawals (no more than 3 of which may be by check or similar order payable to a third party) from your money market deposit savings account monthly for purposes of making a payment to a third party. We are not considered a third party for purposes of this limitation where the transfers are for purposes of re-paying loans and associated expenses.
(2) You may make cash withdrawals, not to exceed your daily authorization limit, at any ATMs described above.
(3) You may make Point-of-Sale transactions in amounts not to exceed your daily authorization limit.
(4) If your Account is not in an active status, purchases made with your Card and ATM transactions will be suspended.
(5) A Privileges Debit Card or Business Associate Debit Card may be issued at your request to allow authorized non-signers to access your designated checking or savings accounts. The maximum daily dollar limit for ATM cash withdrawals and Point-of-Sale transactions will be selected by you at the time you request the card. For Privileges Debit Cards, these dollar limits will be monthly instead of daily.

Your Right to Receive Documentation or Notice of Transactions:

You will receive a receipt or have the option to receive a receipt at our ATMs and the other ATMs that accept your Card each time you make a transaction. The receipt will indicate the location of the ATM (by code in some cases), the transaction date and type, the amount, and the last four digits of your Card account number.

You will receive an account statement each month for your accounts that are accessible by electronic funds transfers if such transfers occur during the month, but at least quarterly if no such transfers occur.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person, company or governmental agency, you can call us to find out whether or not the deposit has been made. When calling us, please provide us with your account number and the amount and date of the last deposit.

B. Payments, Credits and Transfers. We are able to electronically transfer funds between your Accounts, or from your Account to other parties and to receive funds electronically from other parties for deposit to your Account. We may do this by "ACH" (as a member of a local or national Automated Clearing House Association) and other EFT networks. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

C. Online Bill Payment and Transfer Services. You may use the Internet to electronically direct us to make payments from your checking account to third parties ("payees") whom you have selected in advance to receive payment by means of the online bill payment service. You must have a checking account with us to use this service. If you have multiple accounts with us, you may also direct us to make transfers between your accounts by means of the online transfer service. To gain access to these online services, go to our websites and enroll with your eligible Bank accounts. Additional disclosures and specific terms and conditions for using the online services will be provided when you enroll.

D. Telephone Banking. You may use our automated customer service system or speak directly to a Telephone Banker to request us to make periodic transfers from your Account to another checking or savings account held by us. You may also make periodic transfers from your Account to pay certain loans, lines of credit, or credit cards you have with us or with our affiliates. To use the automated system you must have a checking, savings, money market, CD, loan account or a Debit Card and a valid password or PIN. Business account holders may also use a valid TIN. You agree not to reveal your account number, Debit Card number, password, PIN or TIN to any person not authorized by you to use the automated system. To use the service, enter your account number or Debit Card number and password, PIN or TIN as directed. Then follow the options.

E. Overdraft Protection Transfers. To obtain Overdraft Protection you must have a checking account with us. You must also have a savings account, qualifying credit card, or qualifying home equity, Prestige or business line of credit ("Funding Account"). We are able to transfer funds from a Funding Account to your checking account to help prevent overdrafts from occurring.

F. Text Message Transfers. If we send you a text message with a transfer option, including an Account balance alert, you may respond to request a transfer between eligible accounts. To use the service, follow the transfer options shown via the text message from us. Not all accounts are eligible for transfer via text message request. We must receive a text message transfer before 11 p.m. Eastern time on a business day for the transfer to be effective the same day. Otherwise, the transfer will be effective the next business day.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

For Personal Accounts Only:

Telephone or write us at the telephone number or address that was provided to you in your account opening documentation and is set forth on your monthly statement if you think your statement or receipt is wrong, or if you need more information about a transaction listed 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 problem or error appeared. In your communication to us, be prepared to provide us with the following information:

1. Your name and account number.
2. A description of the error or the transfer you are unsure about, why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.

If you initially provide this information to us via the telephone, we may require that you send your complaint or question in writing within 10 business days.

We will advise you of the results of our investigation within 10 business days (or 20 business days if your Account was opened less than 30 days prior to the date of the suspected error) after we hear from you and, if we have made an error, we will correct it promptly. If it takes us longer than 10 business days (or 20 business days if your Account was opened less than 30 days prior to the date of the suspected error) to research your complaint or problem, we must provisionally recredit your Account within such time 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 conclude our investigation. If we ask you to put your question or complaint in writing, and do not receive it within 10 business days, we may not recredit your Account.

If the transaction complained of involves an Account which is subject to margin requirements or is otherwise covered by Regulation T of the Federal Reserve Board, we will not provisionally recredit the Account involved.

At the conclusion of our investigation, we will inform you of our results within three (3) business days. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. In all cases, our investigation will be completed within 45 days (or 90 days if your Account was opened less than 30 days prior to the date of the suspected error or occurred at a point-of-sale location or outside the United States).

THE BANK'S LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not complete a transaction from your account on time or in a correct amount, according to our Agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. For instance, we will not be liable if:

1. Through no fault of ours, you do not have enough available funds in your account to make the transaction.
2. The ATM where you are making the transfer does not have enough cash.
3. The ATM was not working properly and you knew about the breakdown when you started the transaction.
4. Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
5. In the case of preauthorized credits, the data from the third party is not received, is incomplete or erroneous, or if the recipient is deceased.
6. Your Account is not in an active status.

The list of examples set out above is meant to illustrate circumstances under which we would not be liable for failing to complete a transaction and is not intended to list all of the circumstances.

STOP PAYMENT FOR PREAUTHORIZED TRANSFERS

If you have arranged, in advance, to make regular periodic payments out of your Account, you can stop any of those payments by following these procedures:

1. Call or write your J.P. Morgan team at the telephone number or address on your monthly statement in time for us to receive your request three or more business days before the payment is scheduled to be made. (Note: By using your personal computer to cancel the transaction, you may stop a bill payment that is "Pending" at any time prior to four business days before the Payment Due Date. To stop bill payments that are "In Process" please call your J.P. Morgan team. See your Online Bill Payment Agreement for information concerning "Pending" and "In Process" transactions.)
2. If you call, we may require you to put your request in writing so that it reaches us within 14 days after your call.
3. You may be charged the current stop payment fee for each stop payment order you give us.

If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your account or the transfers you made:

1. As necessary to complete transactions.
2. In connection with the investigation of any claim you initiate.
3. To comply with government agency or court orders.
4. In accordance with your written permission.
5. As otherwise permitted by the terms of the Bank's Privacy Policy.

Our Privacy Policy is also available on JPMorganOnline.com.

NOTICE OF YOUR RIGHTS AND LIABILITIES:

For Personal Accounts Only:

Tell us AT ONCE if you believe your Card, PIN or code has been lost or stolen. Telephoning us is the best and fastest way of keeping your possible losses to a minimum.

If you tell us within two business days, you can lose no more than $50.00 if someone used your Card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, PIN or code and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as $500.00.

If your statement shows electronic funds transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may be liable for transactions posting after the 60 days if we can prove that we could have prevented the transactions if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We will extend the time periods.

For Business Accounts Only:

A. You agree to assist us in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by us.
B. You agree to notify us promptly in writing of any user of a Card who is no longer employed by you or authorized to conduct business on your behalf.
C. You agree that by allowing anyone to use your Card, you will be responsible for all authorized and unauthorized transactions made through the use of your Card.
D. Liability for unauthorized transactions, including electronic funds transfers, shall be governed by the "Deposit Account Agreement."

Special Provisions for Card Transactions (zero liability protection):

If in the event your Card or Card number is lost, stolen, or used without authorization, you are not liable for any unauthorized transactions including transactions made at merchants, over the telephone, at ATMs, or online when you notify the Bank promptly.

However, these special provisions do not apply and are not covered by our zero liability policy (in which case the Bank may impose greater liability on the cardholder) when they include transactions where you were grossly negligent or fraudulent in the handling of the account or Card, where you have given someone else your Card, Card number or PIN, or where you delay in reporting unauthorized transactions for more than sixty days.

IMPORTANT INFORMATION ABOUT ATM SAFETY AND SAFEGUARDING YOUR ACCOUNT INFORMATION

- **Play it safe at ATMs** – Overall, use common sense and be aware of your surroundings before, during and after you use an ATM. Here are some additional tips:
  - Choose an ATM that is well-lit.
  - If an ATM looks unusual or altered, don't use it. If you suspect the ATM isn't working properly, cancel the transaction and find another machine.
  - At a walk-up ATM, minimize transaction time by having your card ready to use. At a drive-up ATM, keep your car engine running and lock your doors. If there is an entry door, close it completely upon entering and exiting an ATM facility.

- Stand between the ATM and anyone waiting to use the machine so others can't see your PIN or the transaction amount.
- As soon as your transaction is complete, remember to remove your card from the ATM, and then put away your money, receipt and card.
- Contact the police or a security officer if you see any suspicious activity at the ATM. If you think you're being followed from an ATM, go to a busy area and immediately contact police.

- **Keep your debit or ATM card PIN confidential –** Never give your PIN to anyone, don't write it anywhere and avoid carrying it with you. In addition, to keep your card information safe:
  - Change your PIN from time to time and choose a PIN that others can't easily figure out. For example, don't use your birthday or telephone number.
  - To change your PIN (or if you forget your PIN), visit any branch.
  - A JPMorgan Chase employee will never ask you for your PIN or the numbers from the back of your card.

- **Protect your card as you would a credit card or cash.**

- **Report a lost or stolen card immediately –** The sooner you report a problem, the sooner we can take precautions to ensure your card isn't misused.

The activity within Chase facilities in New York and New Jersey is recorded by surveillance cameras.

Complaints concerning security in Chase ATM facilities should be directed to the JPMorgan Chase Security Department at 800-900-0001 or, in New York, to the New York State Banking Department at 888-697-2861, or, in New York City, to the NYC Department of Consumer Affairs at 212-487-4444 or, in New Jersey, to the New Jersey Department of Banking at 609-292-7272.

Alerts and J.P. Morgan Mobile℠ Services
If you receive or otherwise use the Alerts service or J.P. Morgan Mobile service, you agree to the following terms. If you are enrolled in J.P. Morgan Online℠, the terms of the Online Service Agreement control the terms of these services instead.

- You will provide a valid telephone number, e-mail address or other delivery location for these services so we can send you certain information about your account.
- We may send Alerts or J.P. Morgan Mobile messages through your communication service provider, who will act as your agent and deliver them to you. Messages may be delayed or affected by your communication service provider(s) or others.
- We will not charge a fee for the Alerts or J.P. Morgan Mobile text services, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communication service provider. **Standard messaging charges apply. Such charges include those from your communication service provider.** Message frequency depends on user preferences. **To cancel the J.P. Morgan Mobile text messaging services, send STOP to 576746 at any time.** For help or information on the J.P. Morgan Mobile text messaging services, send HELP to 576746. For additional assistance with these services, contact customer service at 1-866-265-1727.
- Alerts and J.P. Morgan Mobile are provided for your convenience and do not replace your monthly account statement(s), which are the official records of your accounts.
- You understand we may not encrypt information when it is sent to you through these services. This information may include personal or confidential information about you, such as account activity or the status of your account, and for phone Alerts, may be delivered to voicemail or answering machines if someone doesn't answer the number you provide.

You understand we are not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Alerts or the account information sent thru J.P. Morgan Mobile. The J.P. Morgan Mobile text messaging service may only be activated by customers with eligible accounts. While you have to have an eligible account to use the J.P. Morgan Mobile text messaging service, once you activate the service, if you have other types of accounts with us, you may have access to those other accounts as well.

You agree to indemnify us for all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) that arise if you provide an incorrect telephone number, e-mail address or other delivery location or if you violate applicable federal, state or local laws, regulations or ordinances. You understand this section will survive even if this Agreement is terminated.

Overdraft Protection Services
You must separately sign up for Overdraft Protection, including Cash Sweep Services as it does not automatically apply to new accounts.

1. **Definitions:** As used in this Overdraft Protection Services section, the following terms shall have the following meanings: "You" or "your" means the person(s) or entity who has requested Overdraft Protection or Business Overdraft Protection ("Request"). "Overdraft Protection" means the automated funds transfer service established pursuant to the Request and this section. "Funding Account" means the account from which Overdraft Protection transfers are made. "Checking Account(s)" means one or more personal checking accounts for which Overdraft Protection is requested or one or more Business checking accounts for which Business Overdraft Protection is requested, as designated on the Request for Overdraft Protection. For Cash Sweep Services, "Checking Account Minimum Balance" means the balance that will trigger the transfer from the Funding Account. "Target Balance" is the balance that will be maintained in the checking account after the transfer from the funding account.

2. **Overdraft Protection and Cash Sweep Service Request:** The Request must specify the Checking Account(s) and a single Funding Account.
   - **Overdraft Protections Service Request:** For personal accounts, the Funding Account may be a personal savings account at the Bank ("Savings Account"), a qualifying credit card account at Chase Bank USA, N.A. ("Credit Card Account"), a Home Equity Line of Credit at the Bank ("Line of Credit Account"), or a Prestige Line of Credit at the Bank ("Line of Credit Account"). For business accounts, the Funding Account may be a Business savings account at the Bank ("Savings Account"), a credit card at Chase Bank USA, N.A. ("Credit Card") or a Business Line of Credit at the Bank ("Line of Credit Account") or Business Overdraft Line of Credit at the Bank ("Overdraft Line of Credit Account"). Overdraft Protection will become effective after the Bank has received your Request and had a reasonable time to act upon it.
   - **Cash Sweep Service Request:** The Request must specify the Checking Account and the Funding Account. For personal accounts, the Funding Account must be a personal savings account at the Bank. For business accounts, the Funding Account must be a business savings account at the Bank. The Cash Sweep will be effective after the Bank has received your Request and had a reasonable time to act upon it.

3. **Activation:**
   - **Overdraft Protection Services:** Whenever checks or other customer initiated transactions are drawn on a Checking Account which, if paid, would cause the Checking Account to become overdrawn, such event will constitute a transfer request and we will initiate a transfer ("Transfer") from the Funding Account to the Checking Account in multiples of $50.00 (which includes the Transfer Fee) sufficient to pay those checks or other customer initiated transactions drawn on the Checking Account. If the Funding Account is a Credit Card Account, Transfers will be charged to the Credit Card Account under the terms disclosed in your credit card Cardmember Agreement for personal or your Business Credit Card Cardmember Agreement for business customers. If the Funding Account is a Line of Credit Account or Overdraft Line of Credit Account, Transfers will be charged to the Line of Credit Account or Overdraft Line of Credit Account, under the terms disclosed in your Home Equity or Prestige agreement, or Business Line of Credit or Business Overdraft Line of Credit loan documents. Transfers will appear on the periodic statements for the applicable Checking Account and the Funding Account. We have no obligation to inform the checking account owner if the status of the Funding Account or actions of the Funding Account owner results in the Overdraft Protection being unavailable.
   - **Cash Sweep Services:** Whenever the Checking Account is below the established minimum balance, such event will constitute a transfer under this Agreement and J.P. Morgan will initiate a transfer (Sweep) from the Funding Account sufficient to increase the Checking Account balance to the prescribed Target Balance. We have no obligation to inform the checking account owner if the status of the Funding Account or actions of the Account owner results in the Cash Sweep Service being unavailable.

4. **Maximum Overdraft Protection or Cash Sweep Transfer Amount:**
   - **Overdraft Protection Services:** The amount of a Transfer will not exceed the amount available in the Funding Account. (The Funding Account is savings account, credit card account, or other line of credit account linked to your checking account for Overdraft Protection.) If the amount available is insufficient to pay all checks and other customer initiated transactions, plus the Transfer Fee, in multiples of $50.00, then we will initiate a Transfer in the amount necessary to pay one or more transactions, plus the Transfer Fee. If the amount available is sufficient to pay one or more transactions, but not the Transfer Fee, we will initiate a Transfer in the amount necessary to pay the transaction or transactions only. We will, however, charge the Transfer Fee against the account, causing the account to be overdrawn. Any checks or other customer initiated transactions that are not paid by the Transfer will either be paid or returned, and Insufficient Funds Fees or Returned Item Fees charged, in the same way as if you did not have Overdraft Protection.
   - **Cash Sweep Services:** The maximum amount of the Cash Sweep Transfer will be the available balance in the Funding Account. If the amount of the Transfer calculated in the Activation paragraph above exceeds the Maximum Cash Sweep Transfer, then notwithstanding the provisions of the Activation paragraph, the transfer will be the total available balance in the Funding Account.

5. **Fees For Overdraft Protection Services Only:** For each day on which a Transfer occurs, an Overdraft Protection Transfer fee will be charged to each Checking Account that receives a Transfer.

6. **Limits On Savings Account Transfers:** If the Funding Account is a Savings Account, Transfers from the Savings Account are considered "preauthorized transfers." The number of such Transfers that may be made during each month or each statement cycle is limited in accordance with federal regulations and our Account Agreement for deposit accounts. See the Withdrawal Procedures and Limitations section for more detail.

7. **Termination of Overdraft Protection Or Cash Sweep Service By The Bank:** We may terminate Overdraft Protection or Cash Sweep Service for a Checking Account at any time upon sending written notice to the last address for the Checking Account shown on our records. If the Funding Account is closed or blocked for usage, Overdraft Protection or Cash Sweep Service will not be available. If a Checking Account is closed or blocked for usage, Overdraft Protection or Cash Sweep Service for that Checking Account will not be available.

8. **Termination of Card Privileges For Overdraft Protection Only:** We may terminate or block the use of a Card with access to a Checking Account when, at our discretion, we reasonably believe that there is unusual Overdraft Protection activity for that Checking Account.

9. **Termination of Overdraft Protection Or Cash Sweep Service By Customers:** The owner of a Checking Account or a Funding Account may cancel Overdraft Protection or Cash Sweep Service for that Checking Account by requesting the cancellation in person at a branch or by delivering to us written notice of cancellation. Any cancellation under this paragraph nine will be effective after we have received notice of such cancellation and had a reasonable time to act upon it.

10. **Transfer Requests For Multiple Checking Accounts For Overdraft Protection Only:** If transfer requests occur with respect to more than one of the Checking Account(s) on the same day, we shall have sole discretion in determining the order in which such transfer requests are processed.

11. **General Provisions:** This agreement is binding on the owner of the Checking Account and the Funding Account.

APPENDIX: ASSET ACCOUNT AND DEPOSIT ACCOUNT – FUNDS AVAILABILITY POLICY STATEMENT

General Policy: Wire transfers, electronic direct deposits, and cash deposits made with a banker or at an ATM that does not require a deposit envelope will be available on the day we receive your deposit. Except as described later in this policy, when you make other deposits, the funds are available on the first business day after the day we receive your deposit. Available funds may be withdrawn in cash or used to pay checks and other items.

When Your Deposit Is Received: If you make a deposit on a business day before our cutoff times at a Chase branch or ATM, we will consider that day to be the day of your deposit. However, if you make a deposit after the cutoff time, or on a day that is not a business day, we will consider the deposit to have been made on the next business day.

- For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.
- Cutoff times for branch deposits vary by location. For most branches, the cutoff time will be the end of the business day. If it is different, the branch will post signs indicating the earlier cutoff time. The cutoff time will be no earlier than 2 p.m. local time.

  For example: You make your deposit on Friday at 5:45 p.m. and the cutoff time for that branch is 5:00 p.m. We consider the deposit to be received on the next business day, which is Monday. But if Monday is a holiday, we consider the deposit to be received on Tuesday.
- For deposits at ATMs, the cutoff time is generally 11 p.m. Eastern time. For ATMs with an earlier cutoff, the ATM screen will notify you of the cutoff time.
- Deposits placed in a night depository are considered received when we remove them from the night depository. We will remove deposits not later than the next business day.
- Branches in some locations may be closed on business days in observance of a state holiday or because of an emergency, and deposits made when those branches are closed (either at a night depository or at an ATM that requires an envelope for deposits) will be considered received on the next business day when the branch is open.
- All deposits made by mail and addressed to Chase without using a specific branch name and street address will be considered received by the Chase-By-Mail facility in Louisville, Kentucky as of the date such deposit is received by this facility.

Longer Delays May Apply: In some cases, we may not make all of the funds that you deposited by check available by the first business day after the day of your deposit. Funds may not be available until the second business day after the day of your deposit. However, at least the first $200 of these deposits will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to our employee, or if we decide to take this action after you complete your deposit, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposited by check may be delayed for longer than two business days under the following circumstances:

- We believe a check you deposited will not be paid;
- You deposited checks totaling more than $5,000 in any one day;
- You re-deposited a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts: If you are a new account customer, the following special rules may apply during the first 30 days your account is open:

- Funds from deposits of the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first $5,000 will not be available until the second business day after the day of your deposit; and
- Funds from all other check deposits will be available no later than the fifteenth business day after the day of your deposit.

Holds on Other Funds: If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

APPENDIX: OTHER BANKING SERVICES RELATING TO ACCOUNTS

A. FUNDS/WIRE TRANSFERS

1. Definitions

A "funds transfer" means a series of transactions, beginning when an originator issues a payment order for the purpose of paying the beneficiary of such order (the "beneficiary"), but does not include payments made by check or credit card, a debit transfer made through the Automated Clearing House System ("ACH") or transfers governed by the federal Electronic Fund Transfer Act. The term "payment order" means an instruction to a receiving bank transmitted orally, electronically, or in writing to pay a fixed or determinable amount to a beneficiary.

2. Payment Orders

You may issue payment orders orally, electronically or in writing, as arranged, against your Accounts, subject to our acceptance. We will receive and process payment orders only on our Business Days, and within our established cutoff hours. We may debit any of your Accounts for the amount of each payment order we accept and all associated fees. No restrictions upon our acceptance of payment orders or upon the Accounts which we may debit shall be binding unless agreed to by us in writing. Unless otherwise agreed, communications requesting cancellation or amendment of payment orders must be received no later than 5:00 p.m. Eastern time on the Business Day preceding the day we are to execute my payment order.

Notwithstanding any instructions by you to the contrary, we reserve the right to utilize any funds transfer system and any intermediary bank we choose in the execution of any payment order we accept and may otherwise use any means of executing the payment order which we deem reasonable under the circumstances.

3. Security Procedure

All payment orders, and communications requesting cancellation or amendment of payment orders, issued in your name are subject to verification by us pursuant to a mutually agreed upon security procedure. Unless otherwise agreed, we may furnish confidential security procedure material to any person authorized on your Account or to any other person we reasonably believe to be authorized to receive such information. You must safeguard any such security procedure materials and make them available only to persons who are authorized to give instructions using such procedures.

Unless we and you have agreed in writing to an alternate security procedure, the authenticity of oral or written (including writings transmitted by facsimile) wire transfer payment orders may, at our discretion, be verified by telephonic call-back confirmation with an individual purporting to be a person reflected on our records as having authority to initiate wire transfers. You agree that this security procedure is a commercially reasonable security procedure for those wire transfer payment orders.

4. Foreign Currency Transfers

If you issue, and we accept, a payment order for payment outside the U.S. in a currency other than the U.S. dollar, we shall debit your Account for the U.S. dollar equivalent of the amount of the foreign currency transferred at our then prevailing rate of exchange or as otherwise agreed. In processing your funds transfers, other banks may deduct their fees from the payment orders issued to them. If the beneficiary's bank is instructed to pay in a currency other than its local currency, payment may be made by the beneficiary's bank at its rate of exchange on the date of its payment. In connection with each funds transfer, you shall be responsible for complying with all local currency restrictions and any other local law governing the transaction.

5. Identification Numbers

In accepting a payment order issued in your name, we may rely upon the identifying number (such as a Fedwire routing number or account number) of the beneficiary, the beneficiary's bank or any intermediary bank and use only such numbers in executing the order. Also, the beneficiary's bank in the payment order may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary. Accordingly, you shall be responsible for the consequences of any inconsistency between the name and identifying number, as instructed, of any party in a payment order.

6. Funds Transfer Notices

In any funds transfer where you are the recipient or beneficiary of the transfer, we shall not be obligated to notify you of any such payment to your Account, other than to record such payment in your next regular statement of account. In the event that we send you an additional notice of the receipt of such a funds transfer for your account, you may not withdraw such funds until we have received payment from the sender of such transfer.

7. Other Procedures

We may from time to time provide you with operational procedures or instructions regarding our funds transfer service.

8. Limitations on Liability

Our liability for payment orders that are not authorized and not effective as your order or that are not enforceable against you shall be limited to a refund of the amount paid pursuant to such payment order, and if applicable law requires, interest on the refundable amount. Under no circumstances will we or any Morgan Affiliate be liable for any indirect, incidental, special or consequential damages, regardless of the form of action and even if we or such Morgan Affiliate has been advised of the possibility of such damages, nor shall we or any Morgan Affiliate be liable for any attorneys' fees you incur.

B. RECEIPT OF AUTOMATED CLEARING HOUSE ENTRIES

All Automated Clearing House ("ACH") credits and debits received for your account will be received by us subject to the rules of the National Automated Clearing House Association and any other applicable ACH rules. You agree to be bound by the ACH rules. Any credit given by us to you for an ACH credit shall be provisional until we receive final payment. If we do not get paid, we may revoke the provisional credit and charge the amount to your Account or obtain a refund from you, in which case the originator of the credit entry shall not be deemed to have paid you the amount of such entry. Unless we otherwise agree in writing, we shall not notify you of our receipt of ACH transactions other than as recorded in your next regular Account statement.

Direct Deposit
You may designate us as the bank to receive deposits made directly by any payor to any of your Accounts. These direct deposits may include, for example, your salary, Social Security benefits, and pension or annuity payments.

If we receive a demand for reimbursement from any payor claiming that you were not entitled to certain payment(s), we are authorized to charge your Accounts for the amount of the claim. Any action by us for reimbursement from you may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and/or expenses incurred by us. We may terminate any direct deposit service at any time without notice and/or make this service subject to other conditions, at our discretion.

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Dear Ms. Moran:

Attached are the documents which require the signatures of Messrs. Tescher & Spallina and the completion of the highlighted information. Could you please also provide copies of photo i.d.'s for both Mr. Tescher and Mr. Spallina and an original death certificate for Mr. Bernstein. We will need these documents not only for this account, but also for the trust accounts we will be establishing.

Of course, please call if you have any questions. Once completed, you can email the documents to me at patricia.x.gibbons@jpmorgan.com in order to expedite the process. I will however, need the original documents sent to my attention at JPMorgan Chase Bank, NA, 205 Royal Palm Way, Palm Beach, FL 33480.

Thank you for your assistance.

Regards,
Patti Gibbons
Account Opening Specialist

Patti Gibbons | Account Opening Specialist | Private Wealth Management | **J.P. Morgan** |205 Royal Palm Way, Palm Beach, FL 33480 | T: 561-838-4607 | F: 561-833-5683 | patricia.x.gibbons@jpmorgan.com
To ensure a prompt response, please direct your reply to our team at account_opening_palm_beach@jpmchase.com

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J.P. Morgan Account Trust/Estate Account Application

J.P.Morgan

A. Account Information

Title of Account: ESTATE OF SIMON L. BERNSTEIN, DONALD R. TESCHER AND ROBERT L. SPALLINA , CO-PERSONAL REPS

☐ Trust ☒ Estate ☐ Endowment ☐ Foundation ☐ ERISA Plan ☐ Other Charitable Trust ☐ Other _____

Tax ID #: *(Only required if you are not executing Certification of Trust)* ☐☐-☐☐☐☐☐☐☐

I have applied to open the following accounts (check all that apply):

☒ Checking Account ☐ Money Market Deposit Account/Savings ☐ Business Checking with Interest Account
☐ Investment Management/Third Party Manager/J.P. Morgan Advisory Program (discretionary)
☐ Asset/Brokerage ☐ Asset/Brokerage with Private Asset Management Account (*if applicable*)
☐ Asset/Custody ☐ Asset/Custody with Private Asset Management Account (*if applicable*)

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.

B. Grantor & Trustee/Executor Information

Grantor of Trust SIMON L. BERNSTEIN

SSN #: 3 7 1 - 3 2 - 5 2 1 1

Grantor of Trust _____

SSN #: ☐☐☐-☐☐-☐☐☐☐

Trustee/Executor Name DONALD R. TESCHER Relationship CO-PERSONAL REPRESENTATIVE

Date of Birth: 0 9 - 2 6 - 1 9 4 4 (m m d d y y y y)

SSN #: 2 6 1 - 6 4 - 1 8 7 9

Home Phone _____ Mobile Phone 561 901 7972 Business Phone 561-997-7008

E-mail Address dtescher@tescherspallina.com

Legal Address 4855 TECHNOLOGY WAY, STE 720 City BOCA RATON State FL Zip 33431 Country UNITED STATES

Mailing Address same as Legal Address? ☒ Yes ☐ No

Mailing Address _____ City _____ State _____ Zip _____ Country _____

Name of Firm Tescher & Spallina P.A. Type of Business Attorney Occupation/Position Attorney

If information is required and no Trustee is available, the following may be considered an alternative contact *(not considered an Authorized Person):*

Name and Role _____ Phone _____
(e.g., Trustee's Attorney, etc.)

C. Current Beneficiary Information

Name and address _____ Relationship _____

Name and address _____ Relationship _____

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. Signature All trustee(s)/executor(s) 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.

If I am the Trustee of my revocable trust and have applied for a Line of Credit, by signing below I apply for the Line of Credit in my individual capacity as well.

Signature (Accountholder)	Date	Print Name and Title
	10/12/12	DONALD R. TESCHER
Signature (Accountholder)	Date	Print Name and Title
	10/12/12	ROBERT L. SPALLINA

J.P. Morgan Additional Trustees Form

J.P.Morgan

Additional Trustees or Executors

Name ROBERT L. SPALLINA ☐ Trustee ☒ Executor/Representative

SSN#: 266-99-7171 Date of Birth: 06-09-1965 (m m d d y y y y)

Legal Address 4855 TECHNOLOGY WAY, STE 720 City BOCA RATON

State FL Zip 33431 Country USA

Mailing Address same as Legal Address? ☒ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone _____ Mobile Phone _____

E-mail Address rspallina@tescherspallina,com

Name of Employer TESCHER & SPALLINA, P.A. Type of Business ATTORNEY

Occupation/ Position ATTORNEY Business Phone 561-997-7008

Name _____ ☐ Trustee ☐ Executor/Representative

SSN#: ___-___-____ Date of Birth: __-__-____ (m m d d y y y y)

Legal Address _____ City _____

State _____ Zip _____ Country _____

Mailing Address same as Legal Address? ☐ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone _____ Mobile Phone _____

E-mail Address _____

Name of Employer _____ Type of Business _____

Occupation/ Position _____ Business Phone _____

Name _____ ☐ Trustee ☐ Executor/Representative

SSN#: ___-___-____ Date of Birth: __-__-____ (m m d d y y y y)

Legal Address _____ City _____

State _____ Zip _____ Country _____

Mailing Address same as Legal Address? ☐ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone _____ Mobile Phone _____

E-mail Address _____

Name of Employer _____ Type of Business _____

Occupation/ Position _____ Business Phone _____

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ESTATE OF SIMON L. BERNSTEIN

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☒ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4855 TECHNOLOGY WAY, STE 710

Requester's name and address (optional)

City, state, and ZIP code
BOCA RATON, FL 33431

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

Employer identification number
3	0	-	6	3	2	9	4	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶** 10/12/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

J.P. Morgan Loan Pre-Authorized Transfer (Auto Debit)

J.P.Morgan

A. Client Information

Name Bernstein Family Investment LLLP

B. Transfer Instructions

J.P. Morgan is hereby authorized and instructed to transfer (please check all that apply):

☒ Regular Payment Only: Date to begin transfer 12/1/12 Date to cancel transfer _____

☐ Other (Fee) $ _____

☐ Additional Principal Amount (VLS Accounts Only) $ _____

Date to begin transfer _____ Date to cancel transfer _____

Account Name BERNSTEIN FAMILY INVESTMENT LLLP Account Number W32635000

Financial Institution JPMorgan ABA Routing Number 021000021

C. Agreement and Signature

It is hereby acknowledged and accepted that such transfer may cause an overdraft of the account which may result in the refusal to honor any item(s) drawn on the account until adequate deposits are made to pay said items(s). Any debit resulting in an overdraft shall be made or not made at the sole discretion of the depository institution on which it is drawn.

The lender must receive this request within five (5) business days of the authorized transfer entry. If you are authorizing a debit entry that falls within five (5) business days of receipt of this request, the automatic payment will begin for the additional payments other than the regularly scheduled payment on the next scheduled debit date. An auto debit request can not be processed if the Loan Account is currently past due.

The authority is to remain in full force and effect until the cancellation date indicated or until you receive written notice from the undersigned to the contrary. This authorization is in addition to any authorization given in any loan documentation and supersedes and replaces any other prior authorization. If the payment request is not honored by the depository institution on which it is drawn, the borrower will be responsible for any late fees, NSF fees, and/or additional interest on the loan/line amount.

The authority shall also terminate when the loan, extension, or renewal thereof, is paid in full. This authorization will automatically expire upon the payment in full of the Loan Account reference above.

⇨ _____ 10/30/12 Robert Spallina

Signature Date Print Name

D. J.P. Morgan Use Only

Please check one of the following options:

☒ All current and future loans under the facility ☐ Only the loans listed below

Loan Facility Number 198486526 Loan Account Number

UCN ☐ ACBS ☐ VLS

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 10/1/13 to 10/31/13

00000469 DPB 021 161 30513 NNNNNNNNNNN T 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

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		531.59
Ending Balance	0	$531.59

Please note this account had no activity during this statement period. The date of last activity for this account was 08/29/13.

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 10/1/13 to 10/31/13

Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Total Fees					**$0.00**

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: 000000478015220
For the Period 11/30/13 to 12/31/13

00000472 DPB 021 161 00114 NNNNNNNNNNN T 1 000000000 60 0000

ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 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		**531.59**
Deposits & Credits	1	25,000.00
Ending Balance	**1**	**$25,531.59**

TS005749

J.P.Morgan

00152150410010047201

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 11/30/13 to 12/31/13

Deposits & Credits

Date	Description		Amount
12/31	Internal Transfer of Funds	As Requested	25,000.00
Total Deposits & Credits			**$25,000.00**

Daily Ending Balance

Date	Amount
12/31	25,531.59

Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Total Fees					**$0.00**

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.

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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.

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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

0015215041001004720 2

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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

106

DATE 8/28/13

PAY TO THE ORDER OF Tescher & Spallina, P.A. $ 12,000.00

twelve thousand & NO/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 11187.006

MP

⑆267084131⑆ 4780152201⑈0106

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 105

DATE 8/21/13

PAY TO THE ORDER OF Mark R. Manceri, P.A. $ 7009.50

seven thousand nine & 50/100 DOLLARS

Security Features Included Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Case No. 502012CA13933 MBAA Stansbury v. Bernstein

MP

⑈ 2670841 31 ⑈ ⑆ 7801522 0⑈ 0105

Hi Kimberly,

Here are the new account numbers for the checking accounts we have recently opened:

Estate of Simon Bernstein - Checking account #478015220

Simon Bernstein Trust - Checking account #478018083

Shirley Bernstein Trust - Checking account #478018117

The checks are being sent to your office and you should have them by Monday at the latest. That said, the checks for the Shirley Bernstein account will go to Ted Bernstein's office.

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

-----Original Message-----
From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Wednesday, October 17, 2012 2:47 PM
To: McNally, Gavin
Subject: RE: Estate of Simon Bernstein

Hi Gavin - Robert asked me to check in and see where you are in opening the accounts?

Thank you!

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

-----Original Message-----
From: McNally, Gavin [mailto:gavin.mcnally@jpmorgan.com]
Sent: Wednesday, October 17, 2012 9:14 AM
To: Kimberly Moran
Subject: RE: Estate of Simon Bernstein

Thank you!

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

TS005759

F: (866) 225-2315
PB-Service0938@jpmorgan.com

Global insights, local service, comprehensive capabilities. www.jpmorgan.com

-----Original Message-----
From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Wednesday, October 17, 2012 9:14 AM
To: McNally, Gavin
Subject: Estate of Simon Bernstein

Good morning Gavin,

Attached is a copy of Donald Tescher's drivers license.

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

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.

If you need help logging on, or if you have questions about our online services, please contact your dedicated Client Service Team or the Private Banking Service Center at 1-866-265-1727, Monday through Friday from 8 AM ET to 9 PM, and Saturday through Sunday from 9 AM ET to 5 PM.

If you believe this message has been sent in error or if you haven't enrolled in our online service, please contact us immediately at 1-866-265-1727.

We appreciate your business and look forward to continuing to serve you.

Sincerely,

Private Banking Online Support

Bernstein Trust 11187.006
JP Morgan - ~~Estate~~ of Simon Bernstein Acct.



TS005763

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 11/1/13 to 11/29/13

00000119 DPI 021 161 33413 NNNNNNNNNNN P 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
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		**65,244.23**
Checks Paid	1	(15,067.06)
Ending Balance	**1**	**$50,177.17**

TS005764

J.P.Morgan

3345216005001011901

Checks Paid

Check Number	Date Paid	Amount
109	11/26	15,067.06
Total Checks Paid		**($15,067.06)**

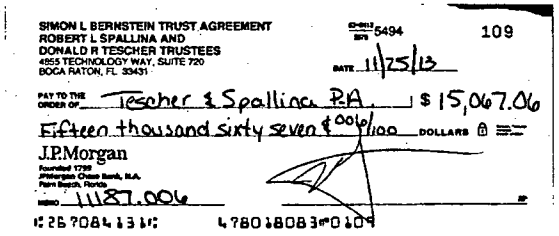
You can view images of the checks above at jpmorganonline.com. To enroll in JPMorgan Online, please contact your J.P. Morgan Team or visit jpmorganonline.com.

Daily Ending Balance

Date	Amount
11/26	50,177.17

JPMorgan Classic Business Checking

000000478018083 SIMON L BERNSTEIN TRUST AGREEMENT, ROBERT L SPALLINA AND DONALD R



SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 109

DATE 11/25/13

PAY TO THE ORDER OF Tescher & Spallina, P.A. $ 15,067.06

Fifteen thousand sixty seven $ 06/100 DOLLARS

J.P.Morgan

MEMO 11187.006

⑆ 267084131 ⑆ 4780180833 0109

005480402545 NOV 26 #0000000109 $15,067.06

Please note that you can view your historical check images online and easily enroll in eDelivery by going to www.MorganOnline.com.

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.

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Mutual Funds/Securities

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 10/1/13 to 10/31/13

00000133 DPI 021 161 30513 NNNNNNNNNNN P 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

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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		**88,667.35**
Checks Paid	2	(23,423.12)
Ending Balance	**2**	**$65,244.23**

3055216042001013301

Checks Paid

Check Number	Date Paid	Amount
106	10/03	15,146.12
107	10/22	8,277.00
Total Checks Paid		**($23,423.12)**

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.

Daily Ending Balance

Date	Amount
10/03	73,521.23
10/22	65,244.23

JPMorgan Classic Business Checking

000000478018083 SIMON L BERNSTEIN TRUST AGREEMENT, ROBERT L SPALLINA AND DONALD R

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 106

DATE October 1, 2013

PAY TO THE ORDER OF Tescher & Spallina, P.A. $15,146.12

Fifteen thousand one hundred forty-six & 14/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 1187.006

⑆267084133⑆ 4780180833⑈0106

006170426625 OCT 03 #0000000106 $15,146.12

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 107

DATE 10/16/13

PAY TO THE ORDER OF Mark R. Manceri, P.A. $ 8277.00

eight thousand two hundred seventy seven & NO/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO CASE NO. 502012CA13933 MSAA Stansbury v. Bernstein

⑆267084133⑆ 4780180833⑈0107

009990661383 OCT 22 #0000000107 $8,277.00

Please note that you can view your historical check images online and easily enroll in eDelivery by going to www.MorganOnline.com.

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.

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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

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 8/31/13 to 9/30/13

00000037 DPB 021 161 27413 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
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		88,667.35
Ending Balance	0	$88,667.35

Please note this account had no activity during this statement period. The date of last activity for this account was 12/26/12.

TS005772

J.P.Morgan

27452150280010003701

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 8/1/13 to 8/30/13

00000351 DPB 021 161 24313 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
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		88,667.35
Ending Balance	0	$88,667.35

IMPORTANT INFORMATION

Deposit Account Agreement Update

2435215029001003510 1

We will update Section H in our Deposit Account Agreement titled Closing Your Account.

Effective July 21, 2013. If you have pending transactions on your account, or are overdrawn, we may not immediately close the account. However, if you ask us, we will restrict additional withdrawals from your account, other than the pending transactions. We will not pay any interest on the account after we have restricted your account.

This change will be reflected in your account agreement; all other terms remain the same. If you have questions, please call us at the telephone number listed on this account statement or visit the nearest Chase branch.

Please note this account had no activity during this statement period. The date of last activity for this account was 12/26/12.

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

2435215029001003510 2

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 6/29/13 to 7/31/13

00000290 DPB 021 161 21313 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
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		88,667.35
Ending Balance	0	$88,667.35

Please note this account had no activity during this statement period. The date of last activity for this account was 12/26/12.

A clearer description of transaction terms used in account statements

This message is to make you aware of new language that will be used to describe a type of transaction in account statements and online activities:

Beginning July 22, 2013, if you cash a check and it is returned to us without being paid, the transaction will be listed on your statement as Cashed Check Returned.

This is not a new transaction type. It is simply a clearer description of this type of account activity.

Currently, a single term (Deposited Item Returned) is used to describe two types of of transactions: deposited and cashed items that are returned to us without being paid. After July 22, this term will only be used to indicate a deposited check that is returned.

All other terms and conditions for your account(s) remain the same.

Please contact your J.P. Morgan team if you have any questions or require more information

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

213521510000100290002

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 6/1/13 to 6/28/13

00000030 DPB 021 161 18013 YNNNNNNNNNN 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
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		88,667.35
Ending Balance	0	$88,667.35

Please note this account had no activity during this statement period. The date of last activity for this account was 12/26/12.

1805215016001000300 1

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
SIMON L BERNSTEIN TRUST AGREEMENT

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☒ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4855 TECHNOLOGY WAY, SUITE 720

Requester's name and address (optional)

City, state, and ZIP code
BOCA RATON, FL 33431

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
3	0	-	6	3	2	9	4	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 9/16/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

J.P. Morgan Account Application Package for
SIMON L BERNSTEIN TRUST AGREEMENT (CHECKING)

J.P.Morgan

Date: Oct 16, 2012

A. Forms to Complete

Please add all missing information to the following forms and initial any changes you make. After you sign these documents, return them in the self-addressed envelope provided or to the contact listed in Section D.

JPMorgan Trust Estate Account Application
JPMorgan Addl Trustees Statements
IRS W9

B. Documents we need from you

When you return the completed application, please include the most recent version of the following documents:

Photocopy of Driver's License or Passport For Each Signer
(ROBERT L SPALLINA & DONALD R TESCHER)

C. Reference Documents

Please read and keep these enclosed documents for your records:

*TO FOLLOW WITH ACCOUNT OPENING CONFIRMATION LETTER
Fee Schedule(s)
Depositing Securities & Cash into JPMorgan Account
Deposit Rates
JPMorgan Privacy Policy
Privacy Policy Notice Letter
Combined Terms and Conditions

D. Contacts

If you have any questions concerning this package, please call:

Name: KAREN PROTOKOWICZ

Address: 205 ROYAL PALM WAY

City: PALM BEACH State: FLORIDA Zip: 33480-4302

Phone: 561-838-4674 Fax: 561-833-5683

E. Important information about procedures for opening a new account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.
What this means for you: When you open an account, we will ask for your name, address, date of birth and tax identification number for U.S. persons or passport number, country of issuance and expiration date for non-U.S. persons. In order to demonstrate that we have confirmed your identity, we will ask for a copy of your driver's license or other identifying documents such as a passport, Military ID or other government issued document.

The following notice is required by the Unlawful Internet Gambling Enforcement Act of 2006 and applies to all commercial clients. JPMorgan Chase Bank, N.A. strictly prohibits the use of accounts to conduct transactions, including but not limited to the receipt of funds through electronic funds transfer, by check, draft, or any similar instrument, that are related, directly or indirectly, to unlawful internet gambling.

J.P. Morgan Account Trust/Estate Account Application

J.P.Morgan

A. Account Information

Title of Account: SIMON L BERNSTEIN TRUST AGREEMENT, ROBERT L SPALLINA AND DONALD R TESCHER TRUSTEES

☒ Trust ☐ Estate ☐ Endowment ☐ Foundation ☐ ERISA Plan ☐ Other Charitable Trust ☐ Other _____

Tax ID #: *(Only required if you are not executing Certification of Trust)* ☐☐-☐☐☐☐☐☐☐

I have applied to open the following accounts (check all that apply):

☒ Checking Account ☐ Money Market Deposit Account/Savings ☐ Business Checking with Interest Account
☐ Investment Management/Third Party Manager/J.P. Morgan Advisory Program (discretionary)
☐ Asset/Brokerage ☐ Asset/Brokerage with Private Asset Management Account (*if applicable*)
☐ Asset/Custody ☐ Asset/Custody with Private Asset Management Account (*if applicable*)

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.*

For brokerage and custody

All uninvested cash balances will automatically transfer into a Federal Deposit Insurance Corporation (FDIC) insured Deposit Sweep as described in the Asset Account Agreement, unless otherwise indicated by you below.

Alternative sweep option ☐ JPMorgan Tax Free Money Market 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.

B. Grantor & Trustee/Executor Information

Grantor of Trust SIMON L BERNSTEIN Grantor of Trust _____

SSN #: 371-32-5211 SSN #: ☐☐☐-☐☐-☐☐☐☐

Trustee/Executor Name ROBERT L SPALLINA Relationship TRUSTEE

Date of Birth: 06-09-1965 (m m d d y y y y) SSN #: 266-99-7171

Home Phone N/A Mobile Phone _____ Business Phone 561-997-7008

E-mail Address RSPALLINA@TESCHERSPALLINA.COM

Legal Address 4855 TECHNOLOGY WAY, SUITE 720 City BOCA RATON State FL Zip 33431 Country UNITED STATES

Mailing Address same as Legal Address? ☒ Yes ☐ No

Mailing Address _____ City _____ State _____ Zip _____ Country _____

Name of Firm TESCHER & SPALLINA P.A. Type of Business LAW OFFICE Occupation/Position ATTORNEY

If information is required and no Trustee is available, the following may be considered an alternative contact *(not considered an Authorized Person):*

Name and Role _____ Phone _____
(e.g., Trustee's Attorney, etc.)

C. Current Beneficiary Information

Name and address _____ Relationship _____

Name and address _____ Relationship _____

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. Signature All trustee(s)/executor(s) 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.

If I am the Trustee of my revocable trust and have applied for a Line of Credit, by signing below I apply for the Line of Credit in my individual capacity as well.

Signature (Accountholder)	Date	Print Name and Title
	10/18/12	ROBERT L SPALLINA, TRUSTEE
Signature (Accountholder)	Date	Print Name and Title
		DONALD R TESCHER, TRUSTEE

J.P. Morgan Additional Trustees Form

J.P.Morgan

Additional Trustees or Executors

Name DONALD R TESCHER ☒ Trustee ☐ Executor/Representative

SSN#: 261-64-1879 Date of Birth: 09-26-1944 (m m d d y y y y)

Legal Address 4855 TECHNOLOGY WAY, SUITE 720 City BOCA RATON

State FL Zip 33431 Country UNITED STATES

Mailing Address same as Legal Address? ☒ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone N/A Mobile Phone 561-901-7972

E-mail Address DTESCHER@TESCHERSPALLINA.COM

Name of Employer TESCHER & SPALLINA P.A. Type of Business LAW OFFICE

Occupation/ Position ATTORNEY Business Phone 561-997-7008

Name _____ ☐ Trustee ☐ Executor/Representative

SSN#: ___-___-____ Date of Birth: __-__-____ (m m d d y y y y)

Legal Address _____ City _____

State _____ Zip _____ Country _____

Mailing Address same as Legal Address? ☐ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone _____ Mobile Phone _____

E-mail Address _____

Name of Employer _____ Type of Business _____

Occupation/ Position _____ Business Phone _____

Name _____ ☐ Trustee ☐ Executor/Representative

SSN#: ___-___-____ Date of Birth: __-__-____ (m m d d y y y y)

Legal Address _____ City _____

State _____ Zip _____ Country _____

Mailing Address same as Legal Address? ☐ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone _____ Mobile Phone _____

E-mail Address _____

Name of Employer _____ Type of Business _____

Occupation/ Position _____ Business Phone _____

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

CONFIDENTIALITY NOTE: THE INFORMATION CONTAINED IN THIS TRANSMISSION IS LEGALLY PRIVILEGED AND CONFIDENTIAL, 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 RECEIVE A COPY OF THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY (1) REPLY BY E-MAIL TO US, AND (2) DELETE THIS MESSAGE.
TAX DISCLOSURE NOTE: To ensure compliance with requirements imposed by the Internal Revenue Service (Circular 230), we inform and advise you that any tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transactions or matters addressed herein.
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

TS005790

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

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

SSN: 371-32-5211

MEMO Simon Bernstein 2012 Form 1040

MP

⑈267084131⑈ 4780180831⑈0110

110422
12-16-11

14050110 144582 4001350.0 2011.05090 BERNSTEIN, SIMON 40013502

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 109

DATE 11/25/13

PAY TO THE ORDER OF Tescher & Spallina P.A. $ 15,067.06

Fifteen thousand sixty seven & 006/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 11187.006

MP

⑈ 267084 13 1 ⑈ ⑆ 780 180 83 ⑈ 0109

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 26, 2013 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ

4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
FOR ORDINARY AND EXTRAORDINARY LEGAL SERVICES RENDERED through October 31, 2013 in connection with the Estate and Trust of Simon Bernstein, the Shirley Bernstein Trust & Estate and Bernstein Family Realty, LLC, including telephone calls and email correspondence with Mark Manceri regarding the Stansbury litigation along with review of second amended complaint, interrogatories, and answers regarding same; telephone calls, email correspondence and meeting with Ted and Mark Manceri regarding Eliot evidentiary hearing, need to prepare new waivers and releases, serving Eliot and Candice with witness subpoenas, and related items with respect to all Eliot matters; prepare new waivers and releases and send to family to be executed; follow-up with family regarding same; travel and attendance at evidentiary hearing on October 28 and meeting with Mark and Ted prior to hearing; email correspondence and telephone calls with Brandan Pratt regarding Eliot and need to set up settlement meeting; review orders from Pratt and Manceri regarding hearing; telephone calls and email correspondence with Ted and Mark regarding Eliot petition regarding exempt property and more specifically the Kia automobile; review motion to strike prior to filing by Manceri; numerous telephone calls and email correspondence with Ted regarding Eliot family needs (in light of depleted funds at Oppenheimer) which need to be paid to avert a bigger issue with Eliot and family; telephone calls with Janet Craig and Hunt Worth at Oppenheimer regarding same and other related items; email correspondence and telephone calls with John Cappelar regarding interest to be paid on Walt Sahm note; telephone calls and email with Janet Craig regarding same; follow-up with John	15,000.00

		Amount
	and Janet regarding same; telephone calls and email correspondence with Ted and Mark regarding Eliot 2007 Agreement regarding advance of inheritance and implications on estate and ongoing litigation in Illinois; prepare assets/expense summary.	
	For professional services rendered	$15,000.00
	Additional charges:	
10/7/2013	Teleconference Services	43.95
10/10/2013	Certified copies of Successor Letters of Administration	6.00
10/18/2013	Federal Express	17.11
	Total costs	$67.06
	Total amount of this bill	$15,067.06
	Balance due	$15,067.06

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.

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 107

DATE 10/16/13

PAY TO THE ORDER OF Mark R. Manceri, P.A. $ 8277.00

eight thousand two hundred seventy seven & NO/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Stansbury v. Bernstein Case No. 502012CA013933 NBAA

MP

⑈ 267084131 ⑈ 4780180831 ⑈ 0107

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

September 30, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: STANSBURY v. BERNSTEIN, ET.AL.
CASE NO.: 502012CA13933 MB AA

CURRENT CHARGES:

		Hours	*Amount*
09/04/2013	Receipt and review Second Amended Complaint; receipt and review e-mail from Alan Rose, Eq.; prepare e-mail to Peter Feaman, Esq.; receipt and review e-mail from Peter Feaman, Esq.; prepare correspondence to Donald Tescher, Esq.	0.70	276.50
09/05/2013	Receipt and review Plaintiffs Response to First Request to Produce.	0.10	39.50
09/09/2013	Telephone conference with Robert Spallina and Donald Tescher, Esq.; receipt and review e-mails from Donald Tescher, Esq.	1.00	395.00
09/10/2013	Receipt and review e-mail from Kimberly Moran.	0.10	39.50
09/16/2013	Legal research; prepare e-mail to Alan Rose, Esq.	1.20	474.00
09/17/2013	Legal research at Delray Beach Courthouse; draft Memorandum of Law.	3.50	1,382.50
09/18/2013	Telephone conference with Alan Rose, Esq.; work on Memorandum; receipt and review e-mails from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.; prepare correspondenc to Judge Blanc.	3.80	1,501.00

		Hours	*Amount*
09/19/2013	Prepare correspondence to Donald Tescher, Esq.	0.20	79.00
	Receipt and review e-mails from Robert Spallina, Esq.; prepare e-mails to Robert Spallina, Esq.	0.40	158.00
09/20/2013	Travel and attendance at meeting at Robert Spallina's office; receipt and review Plaintiff's Memorandum regarding 9/30/13 Hearing.	3.00	1,185.00
09/23/2013	Receipt and review e-mails from Alan Rose, Esq. (w/Answers, etc.); review file; prepare Answer, etc. to Second Amended Complaint; prepare correspondence to Donald Tescher, Esq.	0.70	276.50
09/24/2013	Prepare correspondence to Donald Tescher, Esq.	0.20	79.00
09/27/2013	Prepare for 9/30/13 Hearing; receipt and review e-mails from Alan Rose, Esq.; prepare correspondence to Clerk of the Court; prepare correspondence to Donald Tescher, Esq.	1.50	592.50
09/30/2013	Travel and attendance at Hearing; prepare correspondence to Donald Tescher, Esq.	3.00	1,185.00
	ATTORNEY'S FEES AT $395.00 PER HOUR:	***19.40***	***$7,663.00***
	ADVANCED CLIENT COSTS:		
	Clerk, Circuit Court- filing fee for Counterclaim		395.00
	FedEx Charges		56.00
	Courthouse Parking		3.00
	Photocopying Charges		149.00
	Postage		11.00
	TOTAL ADVANCED CLIENT COSTS:		***$614.00***
	TOTAL CURRENT CHARGES:		***$8,277.00***
	PREVIOUS BALANCE		***$1,448.00***

	Amount
09/20/2013 Payment Received: in the amount of $1,448.00. Check No. 507	($1,448.00)
TOTAL PAYMENTS AND ADJUSTMENTS:	*($1,448.00)*
TOTAL NOW DUE	*$8,277.00*

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

PLEASE NOTE :

ATTORNEY'S FEES ARE CHARGED AT $395.00 PER HOUR FOR TIME EXPENDED PRIOR TO OCTOBER 1, 2013 AND AT THE NEW RATE OF $410.00 PER HOUR FOR TIME EXPENDED COMMENCING OCTOBER 1, 2013.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

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 106

DATE October 1, 2013

PAY TO THE ORDER OF Tescher & Spallina, P.A. $15,146.12

Fifteen thousand one hundred forty-six & 12/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 11187.006

MP

⑈ 26 70 84 13 4 ⑈ 4 780 1808 3 ⑈ 0 106

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

October 02, 2013 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ

4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
FOR LEGAL SERVICES RENDERED from September 1 through September 30, 2013 in connection with the Estate of Simon Bernstein and the Simon Bernstein Trust, including email correspondence and telephone calls with Ted Bernstein and other family members regarding reopening Estate of Shirley Bernstein, need for Affidavits regarding same and upcoming hearing regarding Elliot Bernstein Emergency Motions. Review Emergency Motions filed by Elliot in both Simon Bernstein Estate and Shirley Bernstein Estate, telephone calls, email correspondence and meetings with Mark Manceri and Ted Bernstein regarding same, prepare for, travel to and attendance at hearing at Delray County Courthouse in front of the Honorable Judge Colin. Email correspondence and telephone calls with family regarding outcome of hearing, review transcript of same, discuss preparation of Orders regarding reopening of the Estate and Order Determining No Emergency with Mark Manceri, review same and discuss with Marc Manceri. Telephone calls and email correspondence with Janet Craig and Hunt Worth at Oppenheimer regarding hearing and payment of future expenses for Elliot's family. Meeting with Detective Ryan Miller regarding Elliot's complaint against legal assistant Kim Moran. Email correspondence and telephone calls and meetings with Alan Rose, Mark Manceri and Ted Bernstein regarding Stansbury matter, review Second Amended Complaint and discuss same. Discuss and review response regarding same, review email correspondence from Alan Rose regarding response to same. Telephone calls and email correspondence with Anthony Messuri regarding tax return filings and tax related matters regarding the Stansbury litigation. Review, sign and	15,000.00

		Amount
	file tax returns for Bernstein Family Investments, LLC and Bernstein Family Holdings, LLC. Telephone calls and email correspondence with Janet Craig regarding tax return filings for Bernstein Realty, LLC and telephone calls and email correspondence with Anthony Messuri regarding same.	
	For professional services rendered	$15,000.00
	Additional charges:	
8/8/2013	Teleconferencing Services	96.94
9/12/2013	Copies	5.00
9/13/2013	Federal Express	44.18
	Total costs	$146.12
	Total amount of this bill	$15,146.12
10/2/2013	Payment - Thank You, Check No. 106	($15,146.12)
	Total payments and adjustments	($15,146.12)
	Balance due	$0.00

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.

Bernstein, Estate of Simon 11187.006
MISC

TS005804

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SECURITIES AND EXCHANGE COMMISSION,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Case No. 3:09-CV-0298-N
	§	
STANFORD INTERNATIONAL BANK, LTD., ET AL.,	§	
	§	
Defendants.	§	

ORDER APPROVING RECEIVER'S INTERIM DISTRIBUTION PLAN

This Order addresses the Receiver's Motion for Approval of Interim Distribution Plan (the "Motion"). After considering the Motion, any responses, objections, or replies thereto, the arguments of counsel, and the evidence in the record, the Court overrules all objections and grants the Motion in full. Accordingly, the Court orders the Receiver to make an interim distribution according to the following plan:

A. Definitions.

Unless the context requires otherwise, the following definitions shall apply for purposes of this Order:

1. "Allowed Claim Amount" means the maximum amount of funds that the Receiver has determined that a claimant or claimants may be entitled to receive from the Estate. Claimants entitled to payment pursuant to this Order will receive less than their respective Allowed Claim Amounts.

2. "Approval Date" means the date on which this Order is signed.

3. "Available Cash" means that amount of cash that is held by the Receivership Estate.

4. "Claim" means:

a. a potential or claimed right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, mature, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, against one or more of the Receivership Entities; or

b. a potential or claimed right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, against one or more of the Receivership Entities.

5. "Claimant" means any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, estates, trusts, and governmental units) that holds a Claim. Without limiting the generality of the foregoing, the definition of Claimant includes, but is not limited to, any person or entity holding:

a. a Claim based on an investment in, with, or through a Receivership Entity or a customer transaction with or through a Receivership Entity ("Customer Claims"), including but not limited to claims relating to:

i. certificate(s) of deposit issued by Stanford International Bank, Ltd. ("Stanford International Bank, Ltd. CD Claim");

ii. other customer accounts or transactions with Stanford International Bank, Ltd. ("Other Stanford International Bank, Ltd. Claim");

iii. investments in, with, or through Stanford Coins & Bullion, Inc. or other customer transactions relating to coins and bullion ("Coin & Bullion Claim");

iv. investments in partnerships or other entities sponsored by a Receivership Entity ("Partnership Claim");

v. investments in and transactions relating to brokerage accounts held through a Receivership Entity ("Brokerage Account Claim");

vi. investments in, with, or through or customer transactions with Stanford Development Company ("Stanford Development Company Claim"); and

vii. investments in, with, or through any other Receivership Entity or a customer transaction with any other Receivership Entity ("Other Customer Claim").

b. a Claim of any other kind whatsoever against any Receivership Entity, including, without limitation, Claims based on or relating to:

i. the provision of goods or services to any Receivership Entity for which payment has not been made in whole or in part ("Services Claim");

ii. real estate owned or leased by Receivership Entities, including but not limited to past due rent ("Real Estate Claim");

iii. money loaned to any Receivership Entity and that has not been repaid in whole or in part ("Loan Claim");

iv. unpaid wages, compensation, or other employment benefits ("Employment Compensation Claim");

v. tax liabilities, including those held by federal, state, local or other governmental entities or authorities ("Tax Claim"); and

vi. primary, secondary, direct, indirect, secured, unsecured, or contingent liability, whether based on contract, tort, indemnity, reimbursement, subrogation, or other legal or equitable theory ("Other Claim").

6. "Court" means the United States District Court for the Northern District of Texas, Dallas Division.

7. "Defendants" means the defendants sued by the Securities and Exchange Commission in Case No. 3:09-CV-0298-N in this Court.

8. "Interim Distribution Amount" means $55 million, the amount to be distributed from Available Cash according to this Order.

9. "Interim Plan" means the Interim Distribution Plan contained in this Order.

10. "Investor CD Claimants" means all holders of Stanford International Bank, Ltd. CD Claims or Other Stanford International Bank, Ltd. Claims (a) who have not been sued by the Receiver or the Official Stanford Investors Committee (the "Investors Committee") to recover funds they received from the Stanford Ponzi scheme and (b) who have never been a Stanford employee, independent contractor, or insider, provided that the Receiver retains the right to compensate former Stanford employees for CD losses on the same terms as other investors if the former employees have, in the Receiver's discretion, materially assisted the Receiver and were not involved in sales or marketing of SIB CDs.

11. "Investor CD Claims" means all Stanford International Bank, Ltd. CD Claims and Other Stanford International Bank, Ltd. Claims held by Investor CD Claimants.

12. "Net Loss" means the amount of money paid to Stanford International Bank, Ltd. by an Investor CD Claimant in excess of the amount of money received from Stanford International Bank, Ltd. by the Investor CD Claimant.

13. "Receiver" means Ralph S. Janvey in his capacity as Court-appointed receiver.

14. "Receivership Entities" include, without limitation, Stanford International Bank, Ltd.; Stanford Financial Group Company; Stanford Group Company; Stanford Trust Company; Stanford Capital Management, LLC; Stanford Coins & Bullion, Inc.; and the other entities listed in Exhibit 8 to the Court's May 4, 2012 Bar Date Order [Doc. 1584].

15. "Receivership Assets" means the assets, monies, securities, properties, real and personal, tangible and intangible, of whatever kind and description, wherever located, and the legally recognized privileges (with regard to the entities), of the Defendants and all entities they own or control.

16. "Receivership Records" means the books and records, client lists, account statements, financial and accounting documents, computers, computer hard drives, computer disks, internet exchange servers, telephones, personal digital devices and other informational resources of or in possession of the Defendants, or issued by Defendants and in possession of any agent or employee of the Defendants.

17. "Receivership Estate" means the Receivership Assets and Receivership Records.

18. Unless otherwise defined herein, all other capitalized terms have the same meaning as in the Court's May 4, 2012 Bar Date Order [Doc. 1584].

B. Treatment of Claims under the Interim Plan.

1. The Interim Distribution Amount shall be apportioned among Investor CD Claimants on a pro rata basis. Such Investor CD Claimants shall receive payments equal to a percentage (the "Distribution Percentage") of their Allowed Claim Amounts as reflected in their Notices of Determination. The Allowed Claim Amounts shall be based on the Investor CD Claimants' Net Losses. Any future distributions to Investor CD Claimants shall likewise be pro rata based on Investor CD Claimants' Allowed Claim Amounts.

2. The Distribution Percentage equals the Interim Distribution Amount divided by the sum of: (a) all Allowed Claim Amounts for non-deficient Investor CD Claims as of the filing of the Motion (the "Investors' Allowed Claim Amounts"), and (b) the Receiver's estimate of the Allowed Claim Amounts for all Investor CD Claims that are deficient (the "Investors' Deficient Claim Amounts"). The Distribution Percentage can be represented mathematically as:

$$\frac{\textbf{Interim Distribution Amount}}{\textbf{(Investors' Allowed Claim Amounts) + (Investors' Deficient Claim Amounts)}}$$

3. As of January 2, 2012, the aggregate of the Investors' Allowed Claim Amounts equaled $4,237,737,851.75, and the aggregate of the Investors' Deficient Claim Amounts equaled $893,487,080.90. The Distribution Percentage, therefore, is calculated as follows:

$$\frac{\$55,000,000.00}{\$5,131,224,932.65} = 1\%$$

4. Investor CD Claimants will receive distributions under the Interim Plan equal to their Allowed Claim Amounts as reflected in their Notices of Determination multiplied by the Distribution Percentage. The amount of a given Investor CD Claimant's interim distribution can be represented mathematically as:

(Particular investor's Allowed Claim Amount) x (Distribution Percentage)

5. If an Investor CD Claimant serves and files a timely objection to a Notice of Determination, the Investor CD Claimant is not disqualified from receiving a distribution under the Interim Plan. However, the Investor CD Claimant shall participate in this interim distribution based initially on the original Allowed Claim Amount in the Notice of Determination. If the Investor CD Claimant ultimately succeeds in increasing the Allowed Claim Amount (either by stipulation with the Receiver or by Court order sustaining the Investor CD Claimant's objection), the claimant shall receive a supplemental payment representing 1% of the difference between the Allowed Claim Amount in the Notice of Determination and the Allowed Claim Amount after final resolution of the claimant's objection.

6. To the extent a claimant receives one or more collateral recoveries, the Receiver may, in his discretion, reduce payments to such a claimant to the extent necessary to ensure that all the Investor CD Claimants are treated similarly with respect to the percentage of their Allowed Claim Amounts they recover from all sources as of the date of the payments. The Receiver shall give any such Claimant written notice of such a reduction and the reasons for same. Any claimant who disputes such a reduction by the Receiver shall serve upon the Receiver within sixty (60) days, but not file, a written objection to the reduction. The Receiver has ten (10) days to respond to the objection. If the Receiver fails to respond or if the dispute otherwise remains unresolved, then the claimant must file the objection with the Court. A claimant must file its objection to the reduction within ninety (90) days of the claimant having received the Receiver's written notice of the reduction. Any objection to a reduction that is not timely filed is waived.

7. Each Investor CD Claimant's interim distribution shall be based solely on his Investor CD Claims and not on his other types of Claims, if any.

8. Nothing in this Order shall preclude future distributions to Investor CD Claimants or other Claimants under a different plan. Nor shall anything in this Order restrict the Receiver's authority to compromise and settle any Claim, or resolve any objection to a determination, at any time, as appropriate, without further order of this Court. [Doc. 1584 at ¶ 7(u).]

C. Execution of the Interim Plan.

1. The distribution under the Interim Plan shall be made from Available Cash only. The distribution process shall begin within ninety (90) days of the Approval Date.

2. The Receiver shall send a notice (the "Certification Notice") to each Investor CD Claimant asking for certification, as a condition of receiving payment, regarding whether they have applied for or received compensation for their claimed losses from sources other than the Receivership and, if so, the amount of such compensation. Investor CD Claimants must provide the necessary certification within sixty (60) days of the date they receive the Certification Notice. The Certification Notice and certification shall be in substantially the same form as Exhibit B to the Receiver's Motion for Approval of Interim Distribution Plan.

3. Payments under the Interim Plan shall be made on a rolling basis as certifications in response to Certification Notices are received and processed. Prior to making a group of payments pursuant to the Interim Plan, the Receiver shall file a schedule of the payments to be made. Each such schedule shall be filed at least ten (10) days prior to the subject payments being made. The schedules shall include claim ID numbers and the amount of the associated payments but shall not contain information from which the individual Investor CD Claimants can be identified.

4. All payments pursuant to the Interim Plan shall be made via check unless otherwise agreed between the Receiver and the Investor CD Claimant(s). If payment is being made to compensate for losses that derive from accounts jointly owned by or otherwise associated with two or more Investor CD Claimants, the check shall be jointly payable to all such Investor CD Claimants and require the full endorsement of all such Investor CD Claimants.

5. Each check shall state on its face that it will be void if not cashed within 180 days from the date of issue. The Investor CD Claimant(s) to whom the check was originally issued may submit a written request for reissuance to the Receiver within 180 days of the original date of issuance of the check. All funds represented by void checks not timely reissued shall revert to the Receivership Estate.

D. No Effect on Third-Party Claims.

1. An Investor CD Claimant's receipt of a payment under this Interim Plan shall not constitute a waiver of the following:

a. any defenses an Investor CD Claimant has or may have against litigation claims asserted or that may be asserted by the Receiver, including but not limited to any rights the Investor CD Claimant has or may have to appeal rulings of the trial court in such cases;

b. any right that an Investor CD Claimant has or may have to pursue claims against former individual Stanford Financial Group financial advisors who were licensed by FINRA, subject to any limitations contained in this Court's prior orders, including but not limited to this Court's Second Amended Receivership Order dated July 19, 2010 [Doc. 1130];

c. any right that an Investor CD Claimant has or may have to pursue claims against persons or entities that are not Receivership Entities as defined herein, subject to any limitations contained in this Court's prior orders, including but not limited to this Court's Second Amended Receivership Order dated July 19, 2010 [Doc. 1130]; or

d. any claims, rights or defenses which the Receiver, or his counsel, agree in a stipulation filed with this Court are not waived by filing of a Proof of Claim.

E. Release.

1. Any Investor CD Claimant who receives a payment pursuant to the Interim Plan shall be deemed to have released the Investor CD Claim(s) for which payment was made to the extent of the payment. Each Investor CD Claimant's Allowed Claim Amount shall be reduced, dollar for dollar, by the total amount received pursuant to the Interim Plan.

Signed on May 30, 2013.

DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is made and entered into this 6th day of DECEMBER, 2012, at Chicago, Illinois by and between each of the following defined entities and individuals.

PARTIES DEFINED

"TED", as defined herein, refers to and means Ted S. Bernstein an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"PAM", as defined herein, refers to and means Pamela B. Simon an individual residing in Chicago, Illinois, her heirs, successors and/or assigns.

"ELIOT" as defined herein, refers to and means Eliot I. Bernstein, an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"JILL" as defined herein, refers to and means Jill B. Iantoni, an individual residing in Highland Park, Illinois, her heirs, successors and/or assigns.

"LISA" as defined herein, refers to and means Lisa S. Friedstein residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"ALLY" as defined herein, refers to and means Alexandra L. Bernstein residing in White Plains, New York, an individual, her heirs, successors and/or assigns.

"ERIC" as defined herein, refers to and means Eric D. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MICHAEL" as defined herein, refers to and means Michael A. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MOLLY" as defined herein, refers to and means Molly N. Simon residing in Chicago Illinois, an individual, her heirs, successors and/or assigns.

"THE ELIOT CHILDREN" as defined herein, refers to and means Joshua, Jacob and Daniel Bernstein residing in Boca Raton, Florida, all individual(s), their heirs, successors and/or assigns.

"THE JILL CHILD" as defined herein, refers to and means Julia Iantoni residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"THE LISA CHILDREN" as defined herein, refers to and means Max and Carley Friedstein residing in Highland Park, Illinois, an individual(s), both heirs, successors and/or assigns.

DEFINITIONS

"Agreement", as defined herein, refers to and means, this Settlement Agreement and Mutual Release.

"Party" or "Parties", shall refer to and mean an individual defined above whom shall sign on and be bound by this Settlement Agreement, and Parties shall refer to the individuals collectively.

"Trust", as defined herein refers to and means the Simon L. Bernstein Irrevocable Insurance Trust dtd 6/21/95.

RECITAL'S

WHEREAS, the Parties are all of the children and grandchildren of the marriage of Simon L. Bernstein and Shirley Bernstein;

WHEREAS, Simon L. Bernstein established the Trust in 1995 for the benefit of his wife,

Shirley Bernstein, and their children, the Parties;

WHEREAS, Shirley Bernstein predeceased Simon L. Bernstein, and Simon L. Bernstein passed away on September 13, 2012;

WHEREAS, after a diligent search by the Parties, an executed copy of the Trust can not be found;

WHEREAS, the Trust is the beneficiary of life insurance policy number 1009208 issued by Heritage Union Life Insurance Company (the "Insurer") on the life of Simon L. Bernstein (the "Policy");

WHEREAS, the Parties desire to achieve the intent of Simon L. Bernstein on or about the date of the Trust and resolve any and all disputes and controversies that have arisen or may arise regarding the distribution of the death benefit proceeds of the Policy.

WITNESSETH

NOW THEREFORE, in consideration of the following covenants, promises and obligations, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged; it is agreed by and between the Parties as follows:

COVENANTS

1. TED is appointed and hereby accepts the appointment to act as Trustee of the Trust.
2. That TED, as Trustee, shall open a bank account in the name of the Trust (the "Trust Account").
3. That TED, as Trustee shall deposit or direct the Insurer to deposit the death benefit proceeds of the Policy into the Trust Account.
4. That TED, as Trustee, shall pay expenses of the Trust including the cost of filing a tax return from the proceeds in the Trust Account.
5. That TED, as Trustee, shall distribute all remaining proceeds in the Trust Account equally (in 20% shares) to each of TED, PAM, ELIOT, JILL and LISA.

6. That TED, as Trustee, upon completing the distribution in ¶5 above and the filing of the tax return contemplated in ¶4 above shall close the Trust Account.

7. Upon receipt of the Settlement Agreement executed by all Parties and upon fulfillment of all of the covenants and obligations contained in ¶1 through ¶6 above, TED, PAM, ELIOT, JILL, AND LISA, ALLY, ERIC, MICHAEL, MOLLY, THE ELIOT CHILDREN, THE JILL CHILD AND THE LISA CHILDREN and each of them in their own individual capacity, shall respectively acquit, release, and forever discharge TED, both individually and as Trustee, and each and every other Party from any and all claims, demands, liabilities, obligations, causes and causes of action of whatever kind or nature, known or unknown, suspected or unsuspected by each of them, which each of them now owns or holds or at any time heretofore owned or held as against each other arising out of any matter related to or associated with the Policy and/or the Trust, and without limiting the generality of the foregoing, all claims, demands, liabilities, obligations, causes and causes of action arising out of or in any way connected with: a) the receipt of the death benefit proceeds of the Policy by the Trust; b) arising out of or in any way connected to the operation and management of the Trust, or the actual terms of the Trust in the event it should be located subsequent to the date of this Agreement regardless as to whether all of the covenants and obligations of this Agreement have been executed to completion.

8. All demands and notices given hereunder shall be sent by mail addressed to the respective Parties with a copy to David B. Simon, The Simon Law Firm, 303 E. Wacker Dr., Suite 210, Chicago, IL 60601-5210.

9. The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations hereunder. All Parties further represent that this Settlement Agreement has been duly executed and delivered.

10. This Settlement Agreement embodies the entire understanding of the Parties. All prior correspondence, conversations, memoranda and agreements have been merged into and replaced by this Settlement Agreement.

11. If a Party breaches this Settlement Agreement, the breaching Party shall reimburse the non-breaching Parties for all reasonable costs, attorney's fees, and expenses incurred by them in enforcing the terms and provisions of the Settlement Agreement.

12. This Settlement Agreement shall (i) be governed and construed in accordance with the laws of the State of Illinois and all claims or controversies arising out of this Settlement Agreement shall be brought within the exclusive jurisdiction of the State of Illinois; (ii) inure to the benefit of and be binding upon the Parties themselves, as well as their respective heirs, executors, predecessors, successors and assigns.

13. All Parties have been represented by counsel, or have had the opportunity to seek the advice of counsel, and if they have sought counsel then such counsel has reviewed this Settlement Agreement and recommended that their respective clients enter into it.

14. This Settlement Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute an original. Facsimile signatures of the Parties shall as valid and binding as original signatures.

15. Should any provision contained in this Agreement be deemed illegal or unenforceable as a matter of law, the remainder of this Agreement shall remain binding and continue in full force and effect.

16. The signatories state that they have read and understand this Settlement Agreement and that they intend to be legally bound by the same.

Agreed and accepted this date and year first written above.

TED S. BERNSTEIN

Witness:_____
Address:

PAMELA B. SIMON

Witness:_____
Address:

LISA S. FRIEDSTEIN

Witness:_____
Address:

ERIC BERNSTEIN

Witness:_____
Address:

MOLLY N. SIMON

Witness:_____
Address:

THE JILL CHILD

Jill Iantoni, Parent

Guy Iantoni, Parent

Address:
2101 MAGNOLIA LANE
HIGHLAND PARK, IL 60035

ELIOT I. BERNSTEIN

Witness:_____
Address:

JILL B. IANTONI JILL B. IANTONI

Witness:_____
Address:
2101 MAGNOLIA LANE
HIGHLAND PARK, IL 60035

ALEXANDRA L. BERNSTEIN

Witness:_____
Address:

MICHAEL BERNSTEIN

Witness:_____
Address:

THE ELIOT CHILDREN

Eliot I. Bernstein, Parent

Candace Bernstein, Parent

Address:

THE LISA CHILDREN

Lisa Frendstein, Parent

Jeffrey Friedstein, Parent

Address:

Bernstein, Simon
Estate

DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or Phone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (–) $	✓	FEE	DEPOSIT, CREDIT (+) $	$ BALANCE
101	12/30/12	Tescher & Spallina	25000 00				
~~102~~ VOID	~~11/8/12~~	~~Tescher & Spallina~~	~~6230 94~~				
103	12/18	CBIZ MHM LLC Est of Simon Bernstein	2861 25				
104	6/24	Tescher & Spallina	20,000 00				
105	8/21	Mark R. Manceri P.A.	7009 50				
106	8/28	Tescher & Spallina	120000 00				
107	9/17	Mark R. Manceri P.A. Inv d+d Aug 30 2013	1498 00				

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

108

DATE _____

PAY TO THE
ORDER OF _____ $

_____ DOLLARS Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO _____ MP

⑈ 2670841311⑈ 4780152201⑈0108

Bernstein, Simon
Trust

DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or PhoneTransfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (-) $	✓	FEE	DEPOSIT, CREDIT (+) $	$
101	12/18	CBIZ MHM LLC Bernstein Family Investments	8237 60				
102	12/18	CBIZ MHM LLC Bernstein Holdings LLC	595 05				
103	12/18	CBIZ MHM LLC Jill Iantoni Family Trust	500.00				
104	12/18	CBIZ MHM LLC Elliot Bernstein Fam Trust	500 00				
105	12/18	CBIZ MHM LLC Lisa Friedstein Family Trust	500 00				
106	10/1	Tescher & Spallina P.A. fees & costs	15,146 12				
107	10/16	Mark R. Manceri PA.	8277 00				
voided 1088 109	11/25	Tescher & Spallina fees & costs.	15,067 06				
110	1/13	IRS United States Treasury Si Bernstein 2012 1040ES	120,000 00				

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

111

DATE _____

PAY TO THE
ORDER OF _____ $

_____ DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO _____

_____ MP

⑈267084131⑈ 478018083⑈0111

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 12, 2014

Robert Spallina, Esq.
Tescher & Spallina, PA
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: Estate of Simon Bernstein

Dear Robert:

Hope you are well. I was wondering if you might be able to shed some light on if and when I might get paid on the attached invoice?

Best wishes.

Very truly yours,

All the best,
SIG

Steven I. Greenwald
SIG:smm
Enclosure

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

August 8, 2012

Mr. Simon Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED

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.*

Filing # 10033465 Electronically Filed 02/07/2014 01:11:32 PM

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

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW Ted S. Bernstein, pursuant to Fla. Prob. R. 5.120, 5.122 and Fla. Stat. §733.501 by and through counsel, and moves this Court to appoint a curator or an administrator ad litem and states that at all times relevant:

1. This motion is for the appointment of an estate fiduciary for the limited purposes of administering the estate until this Court appoints a successor personal representative since the Co-Personal Representatives have resigned. It seeks to have the moving party appointed as such.

2. There is pending litigation which the estate is involved in as well as assets to marshal.

3. It is necessary that the estate be represented.

4.The Decedent, Simon Bernstein, formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida where venue is proper. His last will was admitted on or about October 2, 2012.

5. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor

Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	
Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

6. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were entitled to and granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

7. The nature and approximate value of the assets of the estate is believed to be a promissory note and investments in excess of $ 100,000.

8. The moving party is the most qualified to act and has personal knowledge of the Decedent's assets and the litigation which the estate is involved in. He is also the trustee of the Decedent's revocable trust, which is now irrevocable.

WHEREFORE, the moving party prays that he be appointed curator or administrator ad litem, that he be granted letters or authority, and that this Court provide such further relief as may be just and proper.

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.

_____ February _____, 2014

TED BERNSTEIN

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile **and** U.S. Mail; X **U.S. Mail**; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 Telephone /(561) 655-5537 Facsimile
e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

By: _____
Alan B. Rose
Fla. Bar No. 961825

– and –

PANKAUSKI LAW FIRM P.L.L.C.
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0906
courtfilings@pankauskilawfirm.com
Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

SERVICE LIST

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Alexandra Bernstein
3000 Washington Blvd, Apt 424
Arlington, VA, 22201

Eric Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745

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Filing # 10033465 Electronically Filed 02/07/2014 01:11:32 PM

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

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

PETITION FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE

Petitioner, Ted S. Bernstein, alleges:

1. Simon L. Bernstein, who formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida. His last will was admitted on or about October 2, 2012.

2. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
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Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	

Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

3. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

4. Pursuant to Florida Probate Rule 5.430(d) and Fla. Stat. § 733.503, the court must appoint a successor personal representative upon the resignation of a personal representative.

5. A successor Personal Representative is necessary to marshall the assets and to participate in pending litigation. Petitioner requests, and is duly qualified, to be appointed as successor personal representative of the estate of decedent. Petitioner is sui juris and is a resident of Palm Beach County, Florida, and has an interest in this Estate as the Decedent's son and as trustee of the Decedent's Revocable Trust. Petitioner is best qualified to serve as successor personal representative. He already serves in a fiduciary capacity as the Successor Personal Representative of the Estate of Shirley Bernstein, which is pending in the same division of this Court. Shirley is the decedent's predeceased spouse, and the Estates were transferred to this Division because there are common and overlapping issues. In addition, Petitioner serves as the Successor Trustee of the Shirley Bernstein Trust, and has been appointed to and has accepted the appointment to serve as Successor Trustee of the Simon Bernstein Trust, into which the Estate's assets pour over. There is no successor personal representative nominated in the will, and it is believed that the Petitioner will have the support of a majority in interest of the person's entitled to the Estate.

6. Petitioner is the most qualified candidate to serve in the role of personal representative for this estate. Because Petitioner already currently serves as Successor PR for Shirley's Estate and as the Successor Trustee of both Trusts (the Shirley Bernstein Trust and the Simon Bernstein Trust), Petitioner already employs counsel and believes that there will be costs efficiencies served by the same lawyers handling both Estates. Also, Petitioner is actively involved in litigation in which claims are asserted against these Trusts and the Estate, and has familiarity with each of the lawsuits in which the estate is involved.

WHEREFORE, Petitioner respectfully requests that upon the resignation of the current Co-Personal Representatives, this Court revoke prior Letters of Administration and rescind any orders of appointment, and that Petitioner be appointed successor personal representative.

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.

_____ February _____, 2014
TED BERNSTEIN

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile **and** U.S. Mail; □X U.S. Mail; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, FL 33401

(561) 655-2250 Telephone /(561) 655-5537 Facsimile
e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

By: _____
Alan B. Rose
Fla. Bar No. 961825

– and –

PANKAUSKI LAW FIRM P.L.L.C.
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0906
courtfilings@pankauskilawfirm.com
Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

SERVICE LIST

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880 Berkeley Street
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Tescher & Spallina
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

00004537

SABADELL UNITED BANK, N.A.
5901 MIAMI LAKES DRIVE EAST
MIAMI LAKES FL 33014-6140

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
FIS Output Solutions

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

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ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

036 LIZFAP1 33431

PRESORTED
FIRST-CLASS

US POSTAGE $00.381
JAN 31 2014
ZIP 55112
0801 1053063

THE UNITED STATES LIFE INSURANCE CO
IN THE CITY OF NEW YORK
2727 A ALLEN PARKWAY
HOUSTON TX 77019

Important Tax Information Enclosed

11773-738

ESTATE OF SIMON L
BERNSTEIN
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

CC10

TS005845

CBIZ

WEST PALM BCH FL 334
02 JAN 2
UNITED STATES POSTAGE
02 1M $ 00.65U
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MAILED FROM ZIPCODE 33486

Bernstein Holdings, LLC
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date *12/31/2013*

33431335195

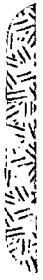
TS005846

J.P.Morgan

P.O. Box 659732
San Antonio, TX 78265-9751

PRESORTED
FIRST CLASS

PITNEY BOWES
US POSTAGE
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FEB 03 2014
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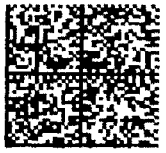
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ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

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TS005847

CBIZ

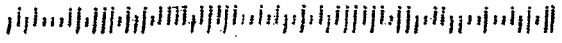


UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.48⁰
0004225461 FEB03 2014
MAILED FROM ZIP CODE 33486

Simon Bernstein Estate (1040)
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date 1/31/2014

33431$3351 COE



TS005848

Sabadell™

FOR MODERN TIMES, A CLASSIC BANK™

PO Box 5460, Hialeah FL 33014-1460

RETURN SERVICE REQUESTED

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.38[1]
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MAILED FROM ZIP CODE 33014

*02/08/2014 MIAMI FL PRSRT 1ST CL

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

ALW-SSB 33431

TS005849

Sabadell

FOR MODERN TIMES. A CLASSIC BANK.

Statement of Account

Last statement: January 03, 2014
This statement: February 05, 2014
Total days in statement period: 33

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

0

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$29,273.41

Non Personal Int Checking

Account number
500-001717-6

Beginning balance	$29,269.44		
Interest paid year to date	$6.90		
Total additions	$3.97	Total subtractions	$-0.00

Date	*Description*	*Additions*	*Subtractions*
02-05	#Interest	3.97	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
01-03	29,269.44	02-05	29,273.41		

J.P.Morgan

P.O. Box 659732
San Antonio, TX 78265-9751

PRESORTED
FIRST CLASS

PITNEY BOWES
US POSTAGE
$00.38[1]
FEB 03 2014
ZIP 75019
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SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON FL 33431-3351

035 L1ZVA5B 33431

TS005851

LAW OFFICES
TESCHER & SPALLINA

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

CERTIFIED MAIL™

7010 1870 0001 8551 2088

PALM BCH FL 334
DEC 2013
2841 $06.11 0 PB8678131
6638 BOCA RATON, FL DEC 27 13
33431

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

NIXIE 333 5E 1009 0001/25/14
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 33431335195 *0475-03942-28-40

33431@3351
33487245080

TS005852

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ted S. Bernstein
880 Berkeley Street
Boca Raton FL 33487

Bernstein, Simon Amended Inventory

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 2088

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

TS005853

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

October 14, 2013

Robert Spallina, Esq.
Tescher & Spallina, PA
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: Telenet Systems, LLC

Dear Robert::

Just following up to see about payment of the enclosed invoice for Telenet Systems, LLC. Let me know when you have a chance.

Hope all is well.

Best wishes.

Very truly yours,

Steven I. Greenwald
SIG:smm
Enclosure

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
Rebill Date: September 19, 2013
Rebill Date: October 14, 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 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

August 8, 2012
Rebill date: Jan. 8, 2013

Mr. Simon Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED

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.*

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 24, 2014

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
01/02/2014	Travel and attendance at Hearing and Meeting; receipt and review e-mails from Eliot Bernstein.	6.00	2,460.00
01/03/2014	Prepare correspondence to Judge Colin; review file; prepare Second Request to Produce; receipt and review e-mail from Eliot Bernstein.	1.00	410.00
01/06/2014	Receipt and review e-mails from Robert Spallina, Esq.; receipt and review e-mails from Ted Bernstein; receipt and review e-mail from Alan Rose, Esq.	0.40	164.00
01/07/2014	Receipt and review e-mail from Ted Bernstein.	0.10	41.00
01/08/2014	Receipt and review e-mails from Alan Rose, Esq.; prepare e-mail to Alan Rose, Esq.; receipt and review e-mail from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.	0.40	164.00
01/09/2014	Receipt and review e-mail from Ted Bernstein.	0.10	41.00
01/10/2014	Review file; prepare Motion to Withdraw.	0.30	123.00
01/13/2014	Receipt and review Order; prepare Notice of Hearing.	0.20	82.00
01/22/2014	Prepare for 1/23/14 Hearing.	0.30	123.00

		Hours	*Amount*
01/23/2014	Preparation, travel and attendance at hearing.	1.00	410.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***9.80***	***$4,018.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		47.00
	Postage		17.00
	TOTAL ADVANCED CLIENT COSTS:		***$64.00***
	TOTAL CURRENT CHARGES:		***$4,082.00***
	PREVIOUS BALANCE		***$21,220.50***
	TOTAL NOW DUE		***$25,302.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 24, 2014

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SIMON BERNSTEIN
CASE NO.: 502012CP004391XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
01/02/2014	Prepare Notice of Cancellation.	0.20	82.00
01/10/2014	Review file; prepare Motion to Withdraw.	0.30	123.00
01/13/2014	Prepare Notice of Hearing.	0.10	41.00
01/22/2014	Prepare for 1/23/14 Hearing.	0.30	123.00
01/23/2014	Preparation, travel and attendance at hearing.	1.00	410.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***1.90***	***$779.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		17.00
	Postage		8.00
	Fax Fee/Incoming & Outgoing		3.00
	TOTAL ADVANCED CLIENT COSTS:		***$28.00***
	TOTAL CURRENT CHARGES:		***$807.00***
	PREVIOUS BALANCE		***$2,997.00***

	Amount
TOTAL NOW DUE	*$3,804.00*

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 31, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: STANSBURY v. BERNSTEIN, ET.AL.
CASE NO.: 502012CA13933 MB AA

CURRENT CHARGES:

		Hours	*Amount*
12/02/2013	Receipt and review Order; prepare correspondence to Donald Tescher, Esq.; receipt and review Affidavit of Service with Subpoena.	0.40	164.00
12/06/2013	Prepare correspondence to Donald Tescher, Esq.	0.10	41.00
12/12/2013	Receipt and review Plaintiff's Supplemental Response; prepare correspondence to Donald Tescher, Esq.	0.30	123.00
12/13/2013	Receipt and review e-mails from Alan Rose, Esq.; prepare e-mails to Alan Rose, Esq.	0.20	82.00
12/16/2013	Receipt and review e-mails from Alan Rose, Esq.; prepare e-mail to Alan Rose, Esq.	0.20	82.00
12/17/2013	Prepare for deposition of William Stansbury.	1.00	410.00
12/18/2013	Travel and attendance at deposition of William Stansbury.	7.50	3,075.00
12/23/2013	Receipt and review correspondence from Peter Feaman, Esq.	0.10	41.00
12/24/2013	Receipt and review e-mail from Ted Bernstein; receipt and review emails from Peter Feaman Esq.; prepare e-mails to Peter Feaman, Esq.; prepare correspondence to Donald Tescher, Esq.	0.40	164.00

		Hours	*Amount*
12/30/2013	Receipt and review e-mail from Alan Rosen, Esq.	0.10	41.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***10.30***	***$4,223.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		264.00
	Postage		3.00
	TOTAL ADVANCED CLIENT COSTS:		***$267.00***
	TOTAL CURRENT CHARGES:		***$4,490.00***
	PREVIOUS BALANCE		***$2,446.00***
12/30/2013	Payment Received: in the amount of $2,446.00. Check No. 509		($2,446.00)
	TOTAL PAYMENTS AND ADJUSTMENTS:		***($2,446.00)***
	TOTAL NOW DUE		***$4,490.00***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 3, 2014

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein, Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is my Statement for Services Rendered dated December 31, 2013. As the Estate has no significant assets, please forward this Statement to Ted Bernstein in his capacity as Successor Trustee to pay from the assets of the Shirley Bernstein Trust.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 31, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
12/02/2013	Review file; prepare Objections to discovery; prepare Motion to Tax Attorney's Fees and Costs.	0.80	328.00
12/04/2013	Receipt and review e-mails from Ted Bernstein; receipt and review e-mails from Robert Spallina; prepare e-mail to Ted Bernstein.	0.30	123.00
12/05/2013	Telephone conference with Robert Spallina; telephone conference with Ted Bernstein; legal research.	1.00	410.00
12/06/2013	Telephone conference with Robert Spallina; Ted Bernstein; Alan Rose, Esq.; work on Complaint; receipt and review e-mail from Eliot Bernstein; receipt and review e-mail from Ted Bernstein; prepare Motion to Transfer and Consolidate.	3.00	1,230.00
12/16/2013	Receipt and review Pleadings from Eliot Bernstein (Motion for Attorney's Fees; Objections, etc.).	1.00	410.00
12/17/2013	Review file; prepare Request to Produce; receipt and review e-mails from Robert Spallina; receipt and review e-mail from Ted Bernstein; prepare e-mail to Robert Spallina.	1.20	492.00
12/19/2013	Telephone conference with Sherry at Judge Colin's Chambers; prepare Notice of Hearing; telephone conference with Robert Spallina, Esq.; prepare e-mails to Ted Bernstein; prepare correspondence to Donald Tescher,	0.50	205.00

		Hours	*Amount*
	Esq.		
12/23/2013	Receipt and review e-mail from Candice Bernstein; review file.	0.20	82.00
12/26/2013	Telephone conference with Ted Bernstein; receipt and review e-mail from Candice Bernstein.	0.90	369.00
12/30/2013	Receipt and review e-mail from Eliot Bernstein; receipt and review Petition for Instructions; receipt and review e-mails from Ted Bernstein; receipt and review e-mails from Robert Spallina; receipt and review e-mails from Donald Tescher; review file.	0.70	287.00
12/31/2013	Prepare for 1/2/14 Hearing.	0.80	328.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***10.40***	***$4,264.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		223.00
	Postage		32.00
	TOTAL ADVANCED CLIENT COSTS:		***$255.00***
	TOTAL CURRENT CHARGES:		***$4,519.00***
	PREVIOUS BALANCE		***$16,701.50***
	TOTAL NOW DUE		***$21,220.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT

RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 31, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SIMON BERNSTEIN
CASE NO.: 502012CP004391XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
12/06/2013	Review file; legal research; prepare Motion to Transfer; instructions to Legal Assistant.	1.30	533.00
12/09/2013	Receipt and review e-mail from Robert Spallina, Esq.; revise Motion to Transfer; instructions to Legal Assistant; receipt and review e-mails from Ted Bernstein; receipt and review e-mail from Eliot Bernstein.	0.50	205.00
12/10/2013	Telephone conferences with Robert Spallina.	0.40	164.00
	Receipt and review e-mails from Robert Spallina; telephone conferences with Robert Spallina.	0.30	123.00
12/11/2013	Receipt and review e-mails from Robert Spallina; receipt and review e-mail from Ted Bernstein; revise Motion to Transfer; instructions to Legal Assistant.	0.40	164.00
12/12/2013	Revise Motion to Transfer; instructions to Legal Assistant; receipt and review e-mails from Donald Tescher, Esq.; prepare e-mails to Donald Tescher, Esq.; telephone conference with Robert Spallina; prepare Notice of Hearing; prepare correpondence to Judge Colin.	1.50	615.00
12/13/2013	Prepare Notice of Filing; prepare correspondence to Donald Tescher, Esq.	0.30	123.00

		Hours	*Amount*
12/16/2013	Receipt and review e-mail from Robert Spallina; receipt and review e-mail from Ted Bernstein.	0.20	82.00
12/17/2013	Receipt and review e-mail from Eliot Bernstein.	0.50	205.00
12/23/2013	Receipt and review e-mail from Ted Bernstein; prepare e-mail to Ted Bernstein; prepare Re-Notice of Hearing; prepare correspondence to Donald Tescher, Esq.; receipt and review Eliot Bernstein's Objections to Motion to Transfer.	1.20	492.00
12/30/2013	Receipt and review Amended Inventory; receipt and review e-mail from Candice Bernstein.	0.20	82.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***6.80***	***$2,788.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		178.00
	Postage		31.00
	TOTAL ADVANCED CLIENT COSTS:		***$209.00***
	TOTAL CURRENT CHARGES:		***$2,997.00***
	TOTAL NOW DUE		***$2,997.00***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

DAT
RC
KM

December 23, 2013

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Simon Bernstein, Case No.: 502012CP004391XXXXSB

Dear Don:

Enclosed is a copy of a Re-Notice of Filing dated December 23, 2013.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB
DIVISION: FRENCH

IN RE: ESTATE OF

SIMON BERNSTEIN

Deceased.
_____/

RE-NOTICE OF HEARING
(Cancels Hearing on 12/24/13)
(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 2, Delray Beach, Florida 33444, as follows:

MOTION/MATTER:	Motion to Transfer and Consolidate
FILED BY:	Mark R. Manceri, Esq.
DATE AND TIME:	January 14, 2013 @ 8:45 a.m.
JUDGE:	HONORABLE DAVID E. FRENCH

YOU WILL PLEASE GOVERN YOURSELVES ACCORDINGLY.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
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 to all parties on the following Service List, this 23rd day of December, 2013.

_____
Mark R. Manceri, Esq.

FILE NO.: 502012CP004391XXXXSB

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

cc: Empire Legal Reporting

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 9, 2014

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a ***past due*** Statement dated January 8, 2014 from Advantage Messenger and Process. Please remit payment in the amount of $120.00 directly to Advantage Messenger & Process.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
Phone: (954) 818-6555
Fax: (954) 597-6850

STATEMENT

1/8/2014

Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Phone: (954) 491-7099
Fax: (954) 771-0545

Statement covers Unpaid Invoices through 12/31/2013.

Invoice	Inv. Date	Person Served			Amount	Status
2013003458	**10/10/2013**	**Bernstein, Candice**			**80.00**	**PAST 60**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local) PERSONAL SERVICE			1.00	80.00	80.00	
2013003459	**10/10/2013**	**Bernstein, Eliot Ivan**			**40.00**	**PAST 60**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local)			1.00	40.00	40.00	

TOTAL CHARGES:	$120.00
TOTAL PAYMENTS:	$0.00
TOTAL AMOUNT DUE:	**$120.00**

Current: $0.00 Past 30: $0.00 Past 60: $120.00 Past 90: $0.00 Past 120: $0.00

WE ACCEPT CREDIT CARDS

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 21, 2014

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an invoice dated January 15, 2014 from Empire Legal Reporting. Please remit payment in the amount of $110.00 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax 954-241-1011

Invoice No.	Invoice Date	Job No.
11841	1/15/2014	14273
Job Date	**Case No.**	
1/2/2014	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
TOTAL DUE >>>		**$110.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11841
Invoice Date : 1/15/2014
Total Due : $110.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 14273
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

May 31, 2012 Invoice # 11187.001

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No.11187.001
Estate Planning

Professional services

	Amount
FOR LEGAL SERVICES RENDERED through May 31, 2012 in connection with estate planning, including meeting with client to discuss planning and related items; telephone conference with client and children regarding estate planning matters, prepare and review new dispositive documents and discuss same with LAG; send to client with detailed transmittal letter for review.	2,662.50
For professional services rendered	$2,662.50
Previous balance	$1,313.28
Balance due	$3,975.78

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

August 23, 2012 Invoice # 11187.001

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No.11187.001
Estate Planning

Professional services

	Amount
FOR LEGAL SERVICES RENDERED through July 31, 2012 in connection with estate planning, including meeting with client to finalize planning items; telephone calls and email correspondence with Diana regarding existing insurance matters and status of GC Trust transfers from Oppenheimer to JP Morgan; finalize EP documents and meet with client to execute same.	1,837.50
For professional services rendered	$1,837.50
Previous balance	$3,975.78
8/1/2012 Payment - Thank You, Check No. 207525930	($1,000.00)
Total payments and adjustments	($1,000.00)
Balance due	$4,813.28

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

October 31, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
Transfer of legal services from Simon Bernstein estate planning file.	4,813.28
For professional services rendered	$4,813.28
Balance due	$4,813.28

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
Transfer of legal services from Shirley Bernstein Estate file	835.27
For professional services rendered	$835.27
Previous balance	$4,813.28
Balance due	$5,648.55

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$835.27
11/1/2012	Write off - transfer balance to Estate of Simon Bernstein	($835.27)
	Total payments and adjustments	($835.27)
	Balance due	$0.00

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.006

Ted Bernstein

950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
STATEMENT FOR LEGAL SERVICES RENDERED in connection with final estate planning for Simon Benrstein and closing of Shirley Bernstein Estate.	800.00
For professional services rendered	$800.00
Previous balance	$5,648.55
Balance due	$6,448.55

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 08, 2012 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ

4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

		Amount
	INITIAL STATEMENT FOR LEGAL SERVICES RENDERED in connection with the Estate of Simon Bernstein.	25,000.00
	For professional services rendered	$25,000.00
	Additional charges:	
9/19/2012	Teleconference with Family	23.00
10/1/2012	Opening Probate Fees and Certified Copies of LOAs	419.00
10/10/2012	Federal Express	32.94
10/16/2012	Publication of Notice to Creditors	194.00
	Publication of Notice of Administration	194.00
	Total costs	$862.94
	Total amount of this bill	$25,862.94
	Previous balance	$6,448.55

		Amount
11/2/2012	Payment - Thank You, Check No. 282490	($6,448.55)
11/2/2012	Payment - Thank You, Check No. 101	($25,000.00)
	Total payments and adjustments	($31,448.55)
	Balance due	$862.94

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

December 11, 2012 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ

4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
FOR LEGAL SERVICES RENDERED from November 1 through December 15, 2012 in connection with the administration of the Estate of Simon Bernstein, including telephone calls and correspondence with insurance carriers regarding status of claims; telephone calls and email correspondence with family regarding same; telephone calls with Chris Prindle regarding liquidation of equities and possible payoff on loan; discuss same with Ted and liquidation of LLLP; email correspondence and telephone calls with Janet Craig at Oppenheimer Trust regarding Bernstein Family Realty and need to get bills paid; coordinate with Rachel Walker; telephone calls with Ted and Richard Springer regarding meeting with Maritza to turn over her personalty; meeting with Ted regarding miscellaneous estate items and telephone call with Chris Prindle regarding payoff of loan and liquidation of LLLP;' email correspondence with Chris Prindle regarding same; email correspondence with Pam and Scooter regarding settlement agreement for American Heritage proceeds; telephone call with carrier regarding same; prepare letter to carrier regarding open items to pay claims and discussion of lost trust document and need to find alternate solution; prepare inventory and notices to known creditors for probate court.	5,775.00
For professional services rendered	$5,775.00

Additional charges:

10/4/2012	Teleconference Services	57.49

		Amount
11/2/2012	Federal Express	43.71
	Total costs	$101.20
	Total amount of this bill	$5,876.20
	Previous balance	$862.94
11/14/2012	Payment - Thank You, Check No. 282491	($862.94)
	Total payments and adjustments	($862.94)
	Balance due	$5,876.20

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

February 14, 2013 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ

4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
FOR ORDINARY LEGAL SERVICES AND EXTRAORDINARY LEGAL SERVICES RENDERED in connection with the administration of the Estate of Simon Bernstein related to the 1995 insurance trust including telephone calls with the claims department and legal department regarding the status of the payment of the proceeds and requirements to do same; numerous telephone calls, conferences and email correspondence with all children and Christine Yates regarding options for payment of the proceeds and need for family to work together regarding same; email correspondence and telephone calls with Christine Yates regarding document request regarding representation of Eliot Bernstein and children; prepare package for Christine Yates and send same; telephone calls with Ted Bernstein and Jon Swergold regarding status of Stansbury matters; review related documents including Motion to Dismiss and Order; email correspondence and telephone calls with Peter Feaman regarding substitution of estate in litigation matter and hearing regarding same; discuss with Swergold and email correspondence with family regarding same; telephone calls with Ted and Chris Prindle regarding additional funding for Shirley Trust; email correspondence and telephone calls with Lions Head homeowners association, attorney and club regarding back fees and dues; telephone call and email correspondence with Ted regarding same; review claims filed against the estate and prepare objection to Stansbury claim; telephone calls and email correspondence with Christine Yates regarding promissory note and mortgage on Eliot's home and need to substantiate same; email correspondence with title attorney regarding need for HUD and wire transfer documents;	23,100.00

		Amount
	telephone calls and email correspondence with Chris Prindle and Evan Farrell regarding June 2008 statements proving that funds to purchase home came from Si Bernstein and not the grandchildren's 2006 trusts; send statements, HUD and wires to Christine Yates in resolution of issue.	
	For professional services rendered	$23,100.00
	Additional charges:	
12/21/2012	Teleconference Services	35.67
1/22/2013	Federal Express	15.12
12/24/2013	Federal Express	75.48
	Total costs	$126.27
	Total amount of this bill	$23,226.27
	Previous balance	$5,876.20
12/14/2012	Payment - Thank You, Check No. 282492	($5,876.20)
	Total payments and adjustments	($5,876.20)
	Balance due	$23,226.27

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

June 24, 2013 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ
4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

		Amount
	FOR ORDINARY LEGAL SERVICES AND EXTRAORDINARY SERVICES RENDERED from February 1 through June 30 in connection with the administration of the Estate of Simon Bernstein, the Shirley Bernstein Trust and the Simon Bernstein insurance trust.	40,000.00
	For professional services rendered	$40,000.00
	Additional charges:	
2/4/2013	Teleconference Services	20.26
2/8/2013	Teleconference Services	32.84
2/20/2013	Teleconference Services	45.78
4/12/2013	Filing Fees - Annual Report Bernstein Holdings, LLC	138.75
4/26/2013	Federal Express	64.10
	Total costs	$301.73
	Total amount of this bill	$40,301.73

	Amount
Previous balance	$23,226.27
2/15/2013 Payment - Thank You, Check No. 501	($23,226.27)
Total payments and adjustments	($23,226.27)
Balance due	$40,301.73

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

February 16, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

		Amount
	FOR LEGAL SERVICES RENDERED through December 31, 2010 in connection with the Estate of Shirley Bernstein, including meeting with client, review of files and begin preparation of forms to open probate (1 hr. @ $650; 2.3 hrs. @ $500)	1,800.00
	For professional services rendered	$1,800.00
	Additional charges:	
1/24/2011	Filing Fees & Certified Copies - Opening Probate	419.00
	Total costs	$419.00
	Total amount of this bill	$2,219.00
	Balance due	$2,219.00

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

March 07, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

		Amount
	INITIAL INTERIM STATEMENT FOR LEGAL SERVICES RENDERED in connection with the Estate of Shirley Bernstein, including preparation of initial probate documents, conference with client, telephone consultations with client and client representatives, attendance at South Palm Beach County Courthouse, obtain Order Admitting Will to Probate and Letters of Administration, arrange for publication of Notice to Creditors and related initial probate administration matters.	5,000.00
	For professional services rendered	$5,000.00
	Additional charges:	
2/28/2011	Publication of Notice to Creditors	194.00
	Publication of Notice of Administration	194.00
	Total costs	$388.00
	Total amount of this bill	$5,388.00
	Previous balance	$2,219.00

	Amount
3/7/2011 Payment - Thank You, Check No. 102	($1,000.00)
Total payments and adjustments	($1,000.00)
Balance due	$6,607.00

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

April 07, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Additional charges:

		Amount
4/5/2011	Certified Mail - Postage	38.78
	Total costs	$38.78
	Previous balance	$6,607.00
3/30/2011	Payment - Thank You, Check No. 6192	($1,000.00)
	Total payments and adjustments	($1,000.00)
	Balance due	$5,645.78

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

May 05, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

	Amount
FOR LEGAL SERVICES RENDERED through April 30, 2011 in connection with the administration of the Estate of Shirley Bernstein, including telephone calls and email correspondence regarding homestead and property tax issues and related items; telephone calls and email correspondence regarding liability of Shirley Bernstein estate for certain medical bills of third parties and related miscellaneous probate matters (2 hrs. @ $500)	1,000.00
For professional services rendered	$1,000.00
Previous balance	$5,645.78
Balance due	$6,645.78

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

June 02, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

	Amount
Previous balance	$6,645.78
Balance due	$6,645.78

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

July 06, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$6,645.78
6/15/2011	Payment - Thank You, Check No. 141787857	($2,000.00)
	Total payments and adjustments	($2,000.00)
	Balance due	$4,645.78

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

August 09, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$4,645.78
7/18/2011	Payment - Thank You, Check No. 147510590	($1,000.00)
	Total payments and adjustments	($1,000.00)
	Balance due	$3,645.78

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

September 13, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

	Amount
FOR LEGAL SERVICES RENDERED from May 1 through August 31, 2011 in connection with the administration of the Estate of Shirley Bernstein, including receipt and review of letter and email correspondence from Pam's attorney regarding document request; telephone calls and email correspondence with Pam's attorney regarding her estate planning and request for Shirley's trust; telephone consultation with client regarding same; prepare and file Inventory for Estate and related administration matters (3.3 hrs. @ $500)	1,650.00
For professional services rendered	$1,650.00
Previous balance	$3,645.78
Balance due	$5,295.78

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 09, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

	Amount
FOR LEGAL SERVICES RENDERED from September 1 through October 31, 2011 in connection with the administration of the Estate of Shirley Bernstein, including review of probate file and specifically Notice to Creditors and Claims, email correspondence and telephone calls with debt collectors on miscellaneous bills, email correspondence and telephone calls with Diana regarding same, transmittal of proof of payment to debt collectors (1.8 hrs. @ $500; 2 hrs. @ $150)	1,200.00
For professional services rendered	$1,200.00
Previous balance	$5,295.78
9/27/2011 Payment - Thank You, Check No. 157765574	($2,000.00)
Total payments and adjustments	($2,000.00)
Balance due	$4,495.78

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

December 02, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$4,495.78
11/22/2011	Payment - Thank You, Check No. 167142178	($1,000.00)
	Total payments and adjustments	($1,000.00)
	Balance due	$3,495.78

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

March 02, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$3,495.78
12/21/2011	Payment - Thank You, Check No. 171708517	($3,495.78)
	Total payments and adjustments	($3,495.78)
	Balance due	$0.00

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

May 31, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

		Amount
	FOR LEGAL SERVICES RENDERED through May 31, 2012 to date in connection with the administration of the Estate of Shirley Bernstein, including preparation of estate closing documents and forwarding of same to client for signature.	788.00
	For professional services rendered	$788.00
	Additional charges:	
4/5/2012	Federal Express	16.69
	Total costs	$16.69
	Total amount of this bill	$804.69
	Balance due	$804.69

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

July 06, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Additional charges:

		Amount
5/25/2012	Federal Express	30.58
	Total costs	$30.58
	Previous balance	$804.69
	Balance due	$835.27

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.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

September 06, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

	Amount
Previous balance	$835.27
Balance due	$835.27

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.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,	CIVIL DIVISION
Plaintiff,	CASE NO: 502012CA013933 MB AA
	DIVISION: BLANC

vs.

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.
_____/

ORDER ON MOTION TO WITHDRAW AS COUNSEL OF RECORD

THIS CAUSE came before the Court on January 28, 2014 on the Motion to Withdraw as Counsel of Record for Donald L. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty, LLC, filed by MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., and the Court having reviewed the file, heard argument of counsel and being otherwise fully advised in the premises, it is hereupon ORDERED AND ADJUDGED, as follows:

1. The Motion is granted.

2. MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. are hereby relieved as counsel of record for Donald L. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty, LLC.

3. The Co-Personal Representatives and Bernstein Family Realty, LLC shall have 30

days to obtain new counsel.

4. In the meantime, all future pleadings or documents shall be served upon Donald L. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty, LLC, at their last known address:

Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: dtescher@tescherspallina.com

Robert L. Spallina
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: rspallina@tescherspallina.com

Bernstein Family Realty, LLC
c/o Janet Craig, CTFA, Senior Vice President & Compliance Office
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
E-mail: Janet.Craig@opco.com

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, this _____ day of January, 2014.

DATED & SIGNED
JAN 28 2014

PETER D. BLANC
CIRCUIT COURT JUDGE

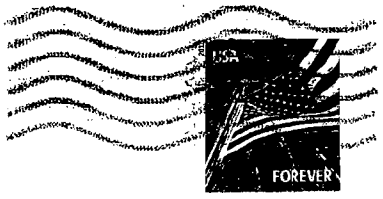
CIRCUIT JUDGE
PETER D. BLANC

Copies furnished to:
Mark R. Manceri, Esq.
Alan B. Rose, Esq.
Peter Feaman, Esq.
Donald R. Tescher, as Co-Per. Rep.
Robert L. Spallina, as Co. Per. Rep.
Bernstein Family Realty, LLC

MARK R. MANCERI, P.A.
2929 EAST COMMERCIAL BOULEVARD • SUITE 702
FORT LAUDERDALE, FLORIDA 33308

JUDGE PETER D. BLANC
PALM BEACH COUNTY COURTHOUSE
205 NORTH DIXIE HIGHWAY
WEST PALM BEACH, FLORIDA 33401

WEST PALM BCH FL 334
31 JAN 2014 PM 1 L



Robert L. Spallina, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

33401335195

TS005910

Robert Spallina

From: Thierman, Abigail [aThierman@CBIZ.com]
Sent: Wednesday, December 11, 2013 5:50 PM
To: Robert Spallina
Cc: Messuri, Anthony; DeRosa, Linda
Subject: Estimated Tax Payments for Short Tax Years
Attachments: PPC Key Issue 23F Estimated Payments for Short Tax Years.pdf

Robert,

Thank you for your time this afternoon.

Attached is an excerpt from PPC 1041 Deskbook regarding the estimated tax payment requirements for short tax years. It includes a helpful chart that provides the due dates for estimated tax payments for trusts with short tax years ending December 31.

Please let us know if you have any questions or need any assistance with respect to estimated tax payments for the new trusts created in 2013.

Thanks,

Abby

PS please ignore the yellow highlights (that was just my search term.)

Abigail Thierman, JD, LLM, CPA, CFP® | Senior Tax Manager
CBIZ MHM, LLC
&
Mayer Hoffman McCann P.C.,
An Independent CPA Firm
1675 N. Military Trail, 5th Floor
Boca Raton, Florida 33486
p: 561-922-3058
f: 561-241-0071
e: athierman@cbiz.com

T/C/w
#381
12/20/13

Benston - Form 10Q

Form 10Qf - WF
- Montreal Agency Dec Contacts

Form 10Qf - WF Checking

John Hancock - Withdrawals

JJ Statement - Deposit

Concepcion Ozuna - Medical Doctor

Medical - ??

Hemisphere Union Life

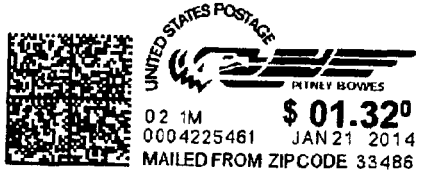
Bonded Funds

Gas Withdrawal

Phillip Cupid

CBIZ

CBIZ MHM, LLC
1675 N. Military Trail, Fifth Floor ■ Boca Raton, FL 33486



Dana Aranosian
CBIZ MHM LLC
1675 N Military Trail, 5th Floor
Boca Raton, FL 33486

TS005913

CBIZ MHM, LLC
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▫ F: 561.241.0071
www.cbizsouthflorida.com

January 21, 2014

Robert Spallina
Bernstein Family Investments, LLP
C/O Tescher & Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Dear Robert,

CBIZ MHM, LLC ("CBIZ MHM") is pleased to provide Bernstein Family Investments, LLP with professional tax services. This engagement letter, and the attached Terms and Conditions of Services, embodies the entire agreement regarding tax return preparation services to be rendered by CBIZ MHM.

You are providing your primary contact, financial and business information in order to permit CBIZ MHM to offer you tax and business suggestions when CBIZ MHM deems it appropriate or advantageous to you. You confirm that this service, while creating no duty on the part of CBIZ MHM, is a benefit to you that is separate from and in addition to any tax return preparation services. We will prepare the following tax returns for Bernstein Family Investments, LLP for the year ended December 31, 2013 from financial and tax information that you will furnish to us:

- U.S. Return of Partnership Income, Form 1065

While it is our intention to suggest tax and business ideas or services to you, this engagement generally does not include the rendering of any specific tax consulting services. However, we may provide, at your request, limited tax consulting services including, but not limited to, tax projections, responding to inquiries or tax examinations by any governmental agency or tax authority, assisting you in maintaining your accounting and depreciation records, reviewing proposed or completed transactions, or tax research in connection with these matters. These limited consulting services will be subject to the attached Terms and Conditions of Services and our fees for these additional services will be based upon our prevailing hourly rates effective at the time the services are provided, plus administrative and processing charges, unless otherwise agreed to by both parties.

If you ask us to perform other services that are not covered by this, or any other, engagement letter, you agree that any such engagements or services performed as a result of such requests are subject to the attached Terms and Conditions of Services.

We will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible. However, there can be no assurance that any tax positions taken will not be challenged. Our tax advice is based on our assumption (without independent verification) that all of the representations and all of the originals, copies, and signatures of documents reviewed by us are accurate, true, and authentic and the law, regulations, cases, rulings, and other tax authority in effect as of the date the services were rendered.

If there are subsequent changes in or to the foregoing tax authorities (for which we shall have no responsibility to advise you), such changes may result in our advice being rendered invalid or necessitate (upon your request) a reconsideration of the advice.

You represent and warrant that the information you are supplying to us is accurate and complete to the best of your knowledge as required for the preparation of complete and accurate tax returns. You should retain all documents that form the basis for the information presented on tax return forms and schedules, elections and disclosures, including proper records to support deductions claimed for meals, entertainment, travel, gifts, charitable contributions, and vehicle use (if applicable). These may be necessary to prove the accuracy and completeness of the returns to taxing authorities. You have the final responsibility for the above tax returns and, therefore, you should review them carefully before you sign them. Please refer to Section D of the attached Terms and Conditions of Services for additional information.

Our fees for these tax services will be based upon our prevailing hourly rates, plus administrative and processing charges. Please refer to Section E of the attached Terms and Conditions of Services for additional information.

If you agree with the terms of our engagement as described in this letter and the attached Terms and Conditions of Services, please sign the enclosed copy of this letter and return it to us. However, if there are any additional tax returns you expect us to prepare, please inform us by noting so at the end of the returned copy of this letter.

We want to thank you for using CBIZ MHM, LLC and look forward to a long and mutually satisfying relationship.

Very truly yours,

CBIZ MHM, LLC

Gerald R. Lewin, CPA
Managing Director

Accepted by: Bernstein Family Investments, LLP

_____ _____
Signature Date

_____
Title

Additional tax returns: _____

_____

_____

Rev 12/6/13

TERMS AND CONDITIONS OF SERVICES

A. Services. These Terms and Conditions of Services and the engagement letter to which these terms are appended constitute the entire agreement between you and CBIZ MHM for the tax services to be rendered (the "Agreement"). As used herein, the term "tax services", includes only the tax services as described in the attached engagement letter. All decisions in connection with the implementation of CBIZ MHM's tax services in connection with this engagement shall be your responsibility.

B. Third Parties and Internal Use. Except as otherwise agreed, all tax services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between CBIZ MHM and any person or party (a "third party") other than you. This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the tax services provided by CBIZ MHM. In order to protect CBIZ MHM from any unauthorized reliance or claims, you further agree that the tax services provided by CBIZ MHM shall not be distributed, made available, circulated, or quoted to or used by any third party without the prior written consent of CBIZ MHM. However, nothing in this paragraph shall be construed as limiting or restricting such disclosure for your tax return filing purposes. You agree to hold CBIZ MHM harmless from any claims or liability that may arise out of or result from CBIZ MHM complying with your request to disclose or share your information with third-parties.

C. Confidentiality. To the extent that, in connection with this engagement, CBIZ MHM comes into possession of any information of yours identified as proprietary or confidential, CBIZ MHM will not disclose such information to any third party without your consent, except (a) as may be required by law, regulation, judicial or administrative process, in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by CBIZ MHM in breach hereof, (ii) is disclosed by you or your personnel to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to CBIZ MHM on a non-confidential basis from a source other than you or your personnel which CBIZ MHM does not believe is prohibited from disclosing such information to CBIZ MHM by obligation to you, (iv) is known by CBIZ MHM prior to its receipt from you without any obligation of confidentiality with respect thereto, or (v) is developed by CBIZ MHM independently of any disclosures made by you or your personnel to CBIZ MHM of such information.

We may disclose the information you provide to us in connection with this engagement ("Information") to Mayer Hoffman McCann P.C. ("MHM PC"), so that MHM PC can provide you with any attest services you have engaged MHM PC to perform. You authorize MHM PC to provide us access to all of your files and accounting, tax, financial and other information in its possession for the purpose of providing all tax services requested.

We may use subcontractors, which may be located outside the U.S., to assist us in the preparation of our clients' tax returns. In order to safeguard the confidentiality of client information, both CBIZ MHM and any subcontractors we may use have established internal policies, procedures and controls designed to

maintain data security and protect privacy. We will not utilize a subcontractor without a written confidentiality agreement in place to prevent the unauthorized release of client information.

We may disclose the Information to any company, or any employee of such company, that is owned or controlled, directly or indirectly, by CBIZ, Inc. ("Affiliate"). We may use the Information for a number of purposes in our efforts to provide you with access to the different types of services offered by our Affiliates, including where appropriate, tax consulting, general business consulting, retirement or estate planning, business succession, asset acquisition or disposition, payroll, benefits, insurance, wealth management and investing, human resources, accounting, valuation, internal audit, mergers and acquisitions, and technology consulting. You have the right to limit the Information you wish to have used or disclosed. We may use the Information to compile lists in order to provide you with tax or business information, newsletters or other correspondence determined from the Information to be relevant to you or your industry, and information on other products or services offered by our Affiliates. If your tax return involves the preparation of Forms K-1, we may provide a copy of Form K-1 to the person described thereon. We may also use and disclose the Information as subsequently requested or directed by you. We will not disclose Information to any person who is not an Affiliate without obtaining a separate consent to such disclosure except (a) as otherwise specifically provided herein, or (b) at your request or direction. Unless you specify otherwise, the consent to the use and disclosure of the Information provided herein will be valid until the statute of limitations to assess any tax by the Internal Revenue Service with respect to the tax return has expired.

D. Client Responsibilities. You are responsible for making all financial records and related information available to us. CBIZ MHM shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that you and your representatives provide to CBIZ MHM. All assumptions, representations, information and data to be supplied by you and your representatives will be complete and accurate to the best of your knowledge. CBIZ MHM may use information and data furnished by others; however, CBIZ MHM shall not be responsible for, and CBIZ MHM shall provide no assurance regarding, the accuracy and completeness of any such information or data. Except as specifically provided herein, CBIZ MHM shall not assume any responsibility for any financial reporting with respect to the tax services provided hereunder. You acknowledge and understand that CBIZ MHM is providing no attest services of any kind, scope or nature whatsoever, as part of this engagement. CBIZ MHM shall have no responsibility to address any legal matters or questions of law in connection with this engagement. See section C above for additional information regarding confidentiality.

You shall cooperate with CBIZ MHM in the performance by CBIZ MHM of its tax services hereunder, including, without limitation, providing CBIZ MHM with reasonable facilities and timely access to data, information, and your personnel. You shall be responsible for the performance of your personnel and agents and for the accuracy and completeness of all data and information provided to CBIZ MHM for purposes of the performance by CBIZ MHM of its tax services hereunder.

E. Fees and Payment. Our invoices for these tax services will be rendered each month as work progresses and are payable on presentation. If properly submitted invoices are not paid within 30 days of the invoice date, a late charge may accrue at the lesser of (i) 1% per month or (ii) the highest rate allowable by law. Without limiting its rights or remedies, CBIZ MHM shall have the right to halt or terminate entirely its tax services until full payment is received on such past due invoices. In the case of

nonpayment, you will be liable for any and all costs and fees incurred by CBIZ MHM to collect the fees contemplated herein. The failure of CBIZ MHM to exercise its right to suspend or terminate work shall not constitute a waiver by CBIZ MHM of any right or remedy. In the event of a termination of this engagement pursuant to section F below, you agree to compensate CBIZ MHM for tax services performed and expenses incurred through the effective date of termination. All outstanding bills will be paid in full prior to the release of any information or prior to final product or service delivery, unless other arrangements to pay your bill have been agreed upon. See section P below for additional information regarding Limitation on Damages.

F. Term. This engagement shall conclude on the completion and delivery of CBIZ MHM's tax services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party not less than 10 business days before the effective date of termination. The following sections of this Agreement will survive completion of the Services or its earlier termination: Confidentiality, Ownership, Dispute Resolution, Fees and Payments, Limitation on Damages, Indemnity and such other provisions of this Agreement which by their nature are intended to survive.

G. General. This Agreement forms the entire agreement between the parties relating to the services, and replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. This agreement shall be binding on all transferees, successors and assigns of both CBIZ MHM and you. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Each party acknowledges that this was a negotiated contract, and as a result, no part of this contract shall be construed against either party based on drafting of the contract. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

You acknowledge and agree that you will be solely responsible for any and all applicable sales tax due in connection with the services provided under this Agreement.

It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs CBIZ MHM to the contrary, on completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in CBIZ MHM newsletters and publications and discussions with third parties regarding work opportunities.

H. Foreign Financial Account Reporting. Any U.S. citizen or resident (including individuals, corporations, partnerships, trusts and estates) who has a financial interest in, or signature or other authority over, "foreign financial accounts" with an aggregate value exceeding $10,000 at any time during the prior

calendar year, is required to report that relationship to the Internal Revenue Service. Filing requirements also apply to those with direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign financial accounts of its own. Because persons with a financial interest and persons with signature authority are required to submit filings, a single account may require multiple filings. For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority.

"Foreign financial accounts", for purposes of this section, are financial accounts located in a foreign jurisdiction and may include, but are not limited to, bank accounts, mutual funds, securities or brokerage accounts, life insurance, credit cards, retirement plans and interests in partnerships, trusts or other pass-through entities having foreign accounts.

These filings must be made by June 30 and the due date of these filings cannot be extended. Failure to disclose the required information to the Internal Revenue Service, even an inadvertent failure, may result in substantial civil and/or criminal penalties.

I. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation of behalf of, or in the name of, the other.

J. Employment Offers to Our Personnel. During the term of this Agreement and for a period of one year thereafter, the parties agree not to hire, solicit, or attempt to solicit, whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of the other party without the prior written consent of that party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breaching party with 100 percent of the solicited person's annual compensation.

K. Safe Environment. You agree that in any circumstances wherein CBIZ personnel are required to work at any premises or location operated or controlled by you, you will take all actions and precautions necessary to ensure that Client premises are free from all known or reasonably foreseeable safety hazards, and all forms of harassment and discrimination.

L. Property. The workpapers and files which CBIZ MHM generates in connection with this engagement are the property of CBIZ MHM. Upon the termination of this engagement, upon request we will return your original records to you. All CBIZ MHM workpapers and files will be retained pursuant to CBIZ MHM's document retention policy.

M. Electronic Communication. In the interest of facilitating our services to you, we may communicate by facsimile transmission or by sending electronic mail over the Internet. Such communications may include information that is confidential to you. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, we have no control over the unauthorized interception of these communications once they have been sent.

N. Governing Law and Severability. These Terms and Conditions of Services, the engagement letter to which these terms are appended, and any and all claims relating to or arising out of this Agreement or related to CBIZ's services, whether sounding in contract, tort, or otherwise, shall be governed by, and construed in accordance with, the laws of the state of Ohio. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.

O. Dispute Resolution and Jury Trial Waiver. Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, you must file any claim based on this engagement in court within twenty four (24) months after performance of our services under the relevant engagement. This preceding sentence is not applicable to engagements with SEC registrants in which Mayer Hoffman McCann P.C. is the auditor of record.

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, except with respect to the nonpayment or collection of CBIZ MHM's fees, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties. If the parties cannot resolve a dispute not related to fees through mediation, either party may pursue action in a court of competent jurisdiction as set forth in Section N of these Terms and Conditions.

If there is a fee dispute you and CBIZ MHM agree to submit all fee disputes to resolution by arbitration in accordance with the rules of the American Arbitration Association. You waive the right to make counterclaims in the arbitration of such fee disputes and such arbitration shall be binding and final, as permitted by the law of the applicable jurisdiction. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before any judge or jury and instead are accepting the use of arbitration for resolution. Each party will bear its own costs of arbitration and both parties shall share equally the costs of the arbitrators.

Unless otherwise prohibited by law or applicable professional standard each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising

out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ MHM, CBIZ, Inc., or any of its subsidiaries and any of their respective personnel, current or former.

P. Limitation on Damages. Unless otherwise prohibited by law or applicable professional standard, you agree that CBIZ MHM, any entity related to it and their respective personnel, current or former, shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ MHM pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ MHM. Unless otherwise prohibited by law or applicable professional standard, in no event shall CBIZ MHM, any entity related to it or their respective personnel, current or former, be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise. This Section P is not applicable to engagements with SEC registrants where Mayer Hoffman McCann P.C. is the auditor of record.

Q. Inherent Conflicts of Interest: CBIZ MHM cannot represent a client when there is a significant risk that the representation of one or more clients will be materially limited by the practitioner's responsibilities to another client (a "conflict of interest"), unless all affected parties waived the conflict of interest in writing. In some very common situations there are inherent potential conflicts of interest between or among clients. For example, an entity, such as a corporation, partnership or limited liability company, has potential conflicts of interest with its respective shareholders, partners or members, board members, officers, management team or employees (collectively "Executives"). Conflicts are present in almost any financial decision of the entity; for example, certain tax elections required to be made by the entity may not benefit all Executives equally, or decisions to make capital improvements, borrow money or admit new owners may have a financial impact on existing Executives. Another example of common inherent conflicts of interest exist between or among estates, trusts or similar entities represented by a fiduciary ("Estate") or a person engaged in succession planning or other disposition of assets ("Grantor"), and the respective primary and contingent beneficiaries ("Beneficiaries"). Tax elections, return positions, or other decisions regarding assets or investments may be required to be made by the Estate, and those elections, positions or decisions may not benefit all Beneficiaries equally. It is common for CBIZ MHM to provide tax advice and prepare tax returns for both entities and their Executives or Beneficiaries. If CBIZ MHM represents any of your Executives or Beneficiaries, you hereby acknowledge such conflicts of interest and agree that CBIZ MHM can advise and prepare tax returns for those Executives or Beneficiaries as well as perform the services described in this engagement letter on your behalf.

R. Limitations on Oral and Email Communication: We may discuss with you our views regarding the tax treatment of certain items and may provide you with tax information in the body of an email. Any advice or information delivered orally or in the body of an email (as opposed to a memorandum delivered as an email attachment) will be based upon limited tax research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts could affect our analysis and conclusions. Because of these limitations and the related risks, it may not be appropriate to proceed with

any transaction solely on the basis of any oral or email communication, and we will not be liable for any loss, cost, or expense resulting from your decision to rely on any oral or email communication.

S. Indemnification. Unless otherwise prohibited by law or applicable professional standard, you shall indemnify and hold harmless CBIZ MHM and its personnel from and against any causes of action, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, without limitation, reasonable attorneys' fees and the reasonable time and expenses of CBIZ MHM's personnel involved) brought against or involving CBIZ MHM at any time and in any way arising out of or relating to CBIZ MHM's services under this engagement, except to the extent judicially determined to have resulted from the bad faith, gross negligence, or willful or intentional misconduct of CBIZ MHM's personnel. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, tort, or otherwise.

If any action or proceeding (any of the foregoing being a "Claim") is threatened or commenced by any third party against CBIZ MHM that you are obligated to defend or indemnify under this Agreement, then written notice thereof shall be given to you as promptly as practicable. After such notice and only so long as CBIZ MHM's and your interests with respect to the claim remain consistent, no conflict exists, and, by your control of the defense, CBIZ MHM's insurance is not voided or otherwise compromised in any way, you shall be entitled, if you so elect in writing within ten days after receipt of such notice, to take control of the defense and investigation of such Claim and to employ and engage attorneys to handle and defend the same, at your sole cost and expense, with the approval of CBIZ MHM, which approval shall not be unreasonably withheld. CBIZ MHM shall cooperate in all reasonable respects with you and your attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that CBIZ MHM may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. You shall enter into no settlement of a Claim that involves a remedy other than the payment of money by solely you without the prior consent of CBIZ MHM.

After notice by you to CBIZ MHM of your election to assume full control of the defense of any such Claim, and CBIZ MHM's approval of selected counsel, you shall not be liable to CBIZ MHM for any legal expenses incurred thereafter by CBIZ MHM in connection with the defense of that Claim. If you do not assume full control over the defense of a Claim, then you may participate in such defense, at your sole cost and expense, and CBIZ MHM shall have the right to defend you in such manner as it may deem appropriate, at your cost and expense.

CBIZ MHM, LLC
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▫ F: 561.241.0071
www.cbizsouthflorida.com

January 21, 2014

CLIENT'S COPY

Robert Spallina
Bernstein Family Investments, LLP
C/O Tescher & Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Dear Robert,

CBIZ MHM, LLC ("CBIZ MHM") is pleased to provide Bernstein Family Investments, LLP with professional tax services. This engagement letter, and the attached Terms and Conditions of Services, embodies the entire agreement regarding tax return preparation services to be rendered by CBIZ MHM.

You are providing your primary contact, financial and business information in order to permit CBIZ MHM to offer you tax and business suggestions when CBIZ MHM deems it appropriate or advantageous to you. You confirm that this service, while creating no duty on the part of CBIZ MHM, is a benefit to you that is separate from and in addition to any tax return preparation services. We will prepare the following tax returns for Bernstein Family Investments, LLP for the year ended December 31, 2013 from financial and tax information that you will furnish to us:

- U.S. Return of Partnership Income, Form 1065

While it is our intention to suggest tax and business ideas or services to you, this engagement generally does not include the rendering of any specific tax consulting services. However, we may provide, at your request, limited tax consulting services including, but not limited to, tax projections, responding to inquiries or tax examinations by any governmental agency or tax authority, assisting you in maintaining your accounting and depreciation records, reviewing proposed or completed transactions, or tax research in connection with these matters. These limited consulting services will be subject to the attached Terms and Conditions of Services and our fees for these additional services will be based upon our prevailing hourly rates effective at the time the services are provided, plus administrative and processing charges, unless otherwise agreed to by both parties.

If you ask us to perform other services that are not covered by this, or any other, engagement letter, you agree that any such engagements or services performed as a result of such requests are subject to the attached Terms and Conditions of Services.

We will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible. However, there can be no assurance that any tax positions taken will not be challenged. Our tax advice is based on our assumption (without independent verification) that all of the representations and all of the originals, copies, and signatures of documents reviewed by us are accurate, true, and authentic and the law, regulations, cases, rulings, and other tax authority in effect as of the date the services were rendered.

If there are subsequent changes in or to the foregoing tax authorities (for which we shall have no responsibility to advise you), such changes may result in our advice being rendered invalid or necessitate (upon your request) a reconsideration of the advice.

You represent and warrant that the information you are supplying to us is accurate and complete to the best of your knowledge as required for the preparation of complete and accurate tax returns. You should retain all documents that form the basis for the information presented on tax return forms and schedules, elections and disclosures, including proper records to support deductions claimed for meals, entertainment, travel, gifts, charitable contributions, and vehicle use (if applicable). These may be necessary to prove the accuracy and completeness of the returns to taxing authorities. You have the final responsibility for the above tax returns and, therefore, you should review them carefully before you sign them. Please refer to Section D of the attached Terms and Conditions of Services for additional information.

Our fees for these tax services will be based upon our prevailing hourly rates, plus administrative and processing charges. Please refer to Section E of the attached Terms and Conditions of Services for additional information.

If you agree with the terms of our engagement as described in this letter and the attached Terms and Conditions of Services, please sign the enclosed copy of this letter and return it to us. However, if there are any additional tax returns you expect us to prepare, please inform us by noting so at the end of the returned copy of this letter.

We want to thank you for using CBIZ MHM, LLC and look forward to a long and mutually satisfying relationship.

Very truly yours,

CBIZ MHM, LLC

Gerald R. Lewin, CPA
Managing Director

Accepted by: Bernstein Family Investments, LLP

_____ _____
Signature Date

_____
Title

Additional tax returns:_____

_____

_____

TERMS AND CONDITIONS OF SERVICES

A. Services. These Terms and Conditions of Services and the engagement letter to which these terms are appended constitute the entire agreement between you and CBIZ MHM for the tax services to be rendered (the "Agreement"). As used herein, the term "tax services", includes only the tax services as described in the attached engagement letter. All decisions in connection with the implementation of CBIZ MHM's tax services in connection with this engagement shall be your responsibility.

B. Third Parties and Internal Use. Except as otherwise agreed, all tax services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between CBIZ MHM and any person or party (a "third party") other than you. This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the tax services provided by CBIZ MHM. In order to protect CBIZ MHM from any unauthorized reliance or claims, you further agree that the tax services provided by CBIZ MHM shall not be distributed, made available, circulated, or quoted to or used by any third party without the prior written consent of CBIZ MHM. However, nothing in this paragraph shall be construed as limiting or restricting such disclosure for your tax return filing purposes. You agree to hold CBIZ MHM harmless from any claims or liability that may arise out of or result from CBIZ MHM complying with your request to disclose or share your information with third-parties.

C. Confidentiality. To the extent that, in connection with this engagement, CBIZ MHM comes into possession of any information of yours identified as proprietary or confidential, CBIZ MHM will not disclose such information to any third party without your consent, except (a) as may be required by law, regulation, judicial or administrative process, in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by CBIZ MHM in breach hereof, (ii) is disclosed by you or your personnel to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to CBIZ MHM on a non-confidential basis from a source other than you or your personnel which CBIZ MHM does not believe is prohibited from disclosing such information to CBIZ MHM by obligation to you, (iv) is known by CBIZ MHM prior to its receipt from you without any obligation of confidentiality with respect thereto, or (v) is developed by CBIZ MHM independently of any disclosures made by you or your personnel to CBIZ MHM of such information.

We may disclose the information you provide to us in connection with this engagement ("Information") to Mayer Hoffman McCann P.C. ("MHM PC"), so that MHM PC can provide you with any attest services you have engaged MHM PC to perform. You authorize MHM PC to provide us access to all of your files and accounting, tax, financial and other information in its possession for the purpose of providing all tax services requested.

We may use subcontractors, which may be located outside the U.S., to assist us in the preparation of our clients' tax returns. In order to safeguard the confidentiality of client information, both CBIZ MHM and any subcontractors we may use have established internal policies, procedures and controls designed to

maintain data security and protect privacy. We will not utilize a subcontractor without a written confidentiality agreement in place to prevent the unauthorized release of client information.

We may disclose the Information to any company, or any employee of such company, that is owned or controlled, directly or indirectly, by CBIZ, Inc. ("Affiliate"). We may use the Information for a number of purposes in our efforts to provide you with access to the different types of services offered by our Affiliates, including where appropriate, tax consulting, general business consulting, retirement or estate planning, business succession, asset acquisition or disposition, payroll, benefits, insurance, wealth management and investing, human resources, accounting, valuation, internal audit, mergers and acquisitions, and technology consulting. You have the right to limit the Information you wish to have used or disclosed. We may use the Information to compile lists in order to provide you with tax or business information, newsletters or other correspondence determined from the Information to be relevant to you or your industry, and information on other products or services offered by our Affiliates. If your tax return involves the preparation of Forms K-1, we may provide a copy of Form K-1 to the person described thereon. We may also use and disclose the Information as subsequently requested or directed by you. We will not disclose Information to any person who is not an Affiliate without obtaining a separate consent to such disclosure except (a) as otherwise specifically provided herein, or (b) at your request or direction. Unless you specify otherwise, the consent to the use and disclosure of the Information provided herein will be valid until the statute of limitations to assess any tax by the Internal Revenue Service with respect to the tax return has expired.

D. Client Responsibilities. You are responsible for making all financial records and related information available to us. CBIZ MHM shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that you and your representatives provide to CBIZ MHM. All assumptions, representations, information and data to be supplied by you and your representatives will be complete and accurate to the best of your knowledge. CBIZ MHM may use information and data furnished by others; however, CBIZ MHM shall not be responsible for, and CBIZ MHM shall provide no assurance regarding, the accuracy and completeness of any such information or data. Except as specifically provided herein, CBIZ MHM shall not assume any responsibility for any financial reporting with respect to the tax services provided hereunder. You acknowledge and understand that CBIZ MHM is providing no attest services of any kind, scope or nature whatsoever, as part of this engagement. CBIZ MHM shall have no responsibility to address any legal matters or questions of law in connection with this engagement. See section C above for additional information regarding confidentiality.

You shall cooperate with CBIZ MHM in the performance by CBIZ MHM of its tax services hereunder, including, without limitation, providing CBIZ MHM with reasonable facilities and timely access to data, information, and your personnel. You shall be responsible for the performance of your personnel and agents and for the accuracy and completeness of all data and information provided to CBIZ MHM for purposes of the performance by CBIZ MHM of its tax services hereunder.

E. Fees and Payment. Our invoices for these tax services will be rendered each month as work progresses and are payable on presentation. If properly submitted invoices are not paid within 30 days of the invoice date, a late charge may accrue at the lesser of (i) 1% per month or (ii) the highest rate allowable by law. Without limiting its rights or remedies, CBIZ MHM shall have the right to halt or terminate entirely its tax services until full payment is received on such past due invoices. In the case of

nonpayment, you will be liable for any and all costs and fees incurred by CBIZ MHM to collect the fees contemplated herein. The failure of CBIZ MHM to exercise its right to suspend or terminate work shall not constitute a waiver by CBIZ MHM of any right or remedy. In the event of a termination of this engagement pursuant to section F below, you agree to compensate CBIZ MHM for tax services performed and expenses incurred through the effective date of termination. All outstanding bills will be paid in full prior to the release of any information or prior to final product or service delivery, unless other arrangements to pay your bill have been agreed upon. See section P below for additional information regarding Limitation on Damages.

F. Term. This engagement shall conclude on the completion and delivery of CBIZ MHM's tax services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party not less than 10 business days before the effective date of termination. The following sections of this Agreement will survive completion of the Services or its earlier termination: Confidentiality, Ownership, Dispute Resolution, Fees and Payments, Limitation on Damages, Indemnity and such other provisions of this Agreement which by their nature are intended to survive.

G. General. This Agreement forms the entire agreement between the parties relating to the services, and replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. This agreement shall be binding on all transferees, successors and assigns of both CBIZ MHM and you. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Each party acknowledges that this was a negotiated contract, and as a result, no part of this contract shall be construed against either party based on drafting of the contract. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

You acknowledge and agree that you will be solely responsible for any and all applicable sales tax due in connection with the services provided under this Agreement.

It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs CBIZ MHM to the contrary, on completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in CBIZ MHM newsletters and publications and discussions with third parties regarding work opportunities.

H. Foreign Financial Account Reporting. Any U.S. citizen or resident (including individuals, corporations, partnerships, trusts and estates) who has a financial interest in, or signature or other authority over, "foreign financial accounts" with an aggregate value exceeding $10,000 at any time during the prior

calendar year, is required to report that relationship to the Internal Revenue Service. Filing requirements also apply to those with direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign financial accounts of its own. Because persons with a financial interest and persons with signature authority are required to submit filings, a single account may require multiple filings. For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority.

"Foreign financial accounts", for purposes of this section, are financial accounts located in a foreign jurisdiction and may include, but are not limited to, bank accounts, mutual funds, securities or brokerage accounts, life insurance, credit cards, retirement plans and interests in partnerships, trusts or other pass-through entities having foreign accounts.

These filings must be made by June 30 and the due date of these filings cannot be extended. Failure to disclose the required information to the Internal Revenue Service, even an inadvertent failure, may result in substantial civil and/or criminal penalties.

I. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation of behalf of, or in the name of, the other.

J. Employment Offers to Our Personnel. During the term of this Agreement and for a period of one year thereafter, the parties agree not to hire, solicit, or attempt to solicit, whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of the other party without the prior written consent of that party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breaching party with 100 percent of the solicited person's annual compensation.

K. Safe Environment. You agree that in any circumstances wherein CBIZ personnel are required to work at any premises or location operated or controlled by you, you will take all actions and precautions necessary to ensure that Client premises are free from all known or reasonably foreseeable safety hazards, and all forms of harassment and discrimination.

L. Property. The workpapers and files which CBIZ MHM generates in connection with this engagement are the property of CBIZ MHM. Upon the termination of this engagement, upon request we will return your original records to you. All CBIZ MHM workpapers and files will be retained pursuant to CBIZ MHM's document retention policy.

M. Electronic Communication. In the interest of facilitating our services to you, we may communicate by facsimile transmission or by sending electronic mail over the Internet. Such communications may include information that is confidential to you. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, we have no control over the unauthorized interception of these communications once they have been sent.

N. Governing Law and Severability. These Terms and Conditions of Services, the engagement letter to which these terms are appended, and any and all claims relating to or arising out of this Agreement or related to CBIZ's services, whether sounding in contract, tort, or otherwise, shall be governed by, and construed in accordance with, the laws of the state of Ohio. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.

O. Dispute Resolution and Jury Trial Waiver. Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, you must file any claim based on this engagement in court within twenty four (24) months after performance of our services under the relevant engagement. This preceding sentence is not applicable to engagements with SEC registrants in which Mayer Hoffman McCann P.C. is the auditor of record.

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, except with respect to the nonpayment or collection of CBIZ MHM's fees, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties. If the parties cannot resolve a dispute not related to fees through mediation, either party may pursue action in a court of competent jurisdiction as set forth in Section N of these Terms and Conditions.

If there is a fee dispute you and CBIZ MHM agree to submit all fee disputes to resolution by arbitration in accordance with the rules of the American Arbitration Association. You waive the right to make counterclaims in the arbitration of such fee disputes and such arbitration shall be binding and final, as permitted by the law of the applicable jurisdiction. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before any judge or jury and instead are accepting the use of arbitration for resolution. Each party will bear its own costs of arbitration and both parties shall share equally the costs of the arbitrators.

Unless otherwise prohibited by law or applicable professional standard each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising

out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ MHM, CBIZ, Inc., or any of its subsidiaries and any of their respective personnel, current or former.

P. Limitation on Damages. Unless otherwise prohibited by law or applicable professional standard, you agree that CBIZ MHM, any entity related to it and their respective personnel, current or former, shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ MHM pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ MHM. Unless otherwise prohibited by law or applicable professional standard, in no event shall CBIZ MHM, any entity related to it or their respective personnel, current or former, be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise. This Section P is not applicable to engagements with SEC registrants where Mayer Hoffman McCann P.C. is the auditor of record.

Q. Inherent Conflicts of Interest: CBIZ MHM cannot represent a client when there is a significant risk that the representation of one or more clients will be materially limited by the practitioner's responsibilities to another client (a "conflict of interest"), unless all affected parties waived the conflict of interest in writing. In some very common situations there are inherent potential conflicts of interest between or among clients. For example, an entity, such as a corporation, partnership or limited liability company, has potential conflicts of interest with its respective shareholders, partners or members, board members, officers, management team or employees (collectively "Executives"). Conflicts are present in almost any financial decision of the entity; for example, certain tax elections required to be made by the entity may not benefit all Executives equally, or decisions to make capital improvements, borrow money or admit new owners may have a financial impact on existing Executives. Another example of common inherent conflicts of interest exist between or among estates, trusts or similar entities represented by a fiduciary ("Estate") or a person engaged in succession planning or other disposition of assets ("Grantor"), and the respective primary and contingent beneficiaries ("Beneficiaries"). Tax elections, return positions, or other decisions regarding assets or investments may be required to be made by the Estate, and those elections, positions or decisions may not benefit all Beneficiaries equally. It is common for CBIZ MHM to provide tax advice and prepare tax returns for both entities and their Executives or Beneficiaries. If CBIZ MHM represents any of your Executives or Beneficiaries, you hereby acknowledge such conflicts of interest and agree that CBIZ MHM can advise and prepare tax returns for those Executives or Beneficiaries as well as perform the services described in this engagement letter on your behalf.

R. Limitations on Oral and Email Communication: We may discuss with you our views regarding the tax treatment of certain items and may provide you with tax information in the body of an email. Any advice or information delivered orally or in the body of an email (as opposed to a memorandum delivered as an email attachment) will be based upon limited tax research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts could affect our analysis and conclusions. Because of these limitations and the related risks, it may not be appropriate to proceed with

any transaction solely on the basis of any oral or email communication, and we will not be liable for any loss, cost, or expense resulting from your decision to rely on any oral or email communication.

S. Indemnification. Unless otherwise prohibited by law or applicable professional standard, you shall indemnify and hold harmless CBIZ MHM and its personnel from and against any causes of action, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, without limitation, reasonable attorneys' fees and the reasonable time and expenses of CBIZ MHM's personnel involved) brought against or involving CBIZ MHM at any time and in any way arising out of or relating to CBIZ MHM's services under this engagement, except to the extent judicially determined to have resulted from the bad faith, gross negligence, or willful or intentional misconduct of CBIZ MHM's personnel. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, tort, or otherwise.

If any action or proceeding (any of the foregoing being a "Claim") is threatened or commenced by any third party against CBIZ MHM that you are obligated to defend or indemnify under this Agreement, then written notice thereof shall be given to you as promptly as practicable. After such notice and only so long as CBIZ MHM's and your interests with respect to the claim remain consistent, no conflict exists, and, by your control of the defense, CBIZ MHM's insurance is not voided or otherwise compromised in any way, you shall be entitled, if you so elect in writing within ten days after receipt of such notice, to take control of the defense and investigation of such Claim and to employ and engage attorneys to handle and defend the same, at your sole cost and expense, with the approval of CBIZ MHM, which approval shall not be unreasonably withheld. CBIZ MHM shall cooperate in all reasonable respects with you and your attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that CBIZ MHM may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. You shall enter into no settlement of a Claim that involves a remedy other than the payment of money by solely you without the prior consent of CBIZ MHM.

After notice by you to CBIZ MHM of your election to assume full control of the defense of any such Claim, and CBIZ MHM's approval of selected counsel, you shall not be liable to CBIZ MHM for any legal expenses incurred thereafter by CBIZ MHM in connection with the defense of that Claim. If you do not assume full control over the defense of a Claim, then you may participate in such defense, at your sole cost and expense, and CBIZ MHM shall have the right to defend you in such manner as it may deem appropriate, at your cost and expense.

CBIZ

CBIZ MHM, LLC
1675 N. Military Trail, Fifth Floor ■ Boca Raton, FL 33486



Robert Spallina
Bernstein Family Investments, LLP
c/o Tescher & Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

TS005932

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

February 24, 2014

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a ***past due*** Statement dated February 22, 2014 from Advantage Messenger & Process. Please remit payment in the total amount of $1,228.35 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

cc: Robert Spallina, Esq. (w/enclos.)

STATEMENT

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Account No.	Date
F11347	2/22/2014

Current	30 Days	60 Days
$0.00	$110.00	$110.00
90 Days	**120 Days & Over**	**Total Due**
$314.50	$693.85	**$1,228.35**

Accounts Payable
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice Date	Invoice No.	Balance	Job Date	Witness	Case Name
9/22/2013	10911	693.85	9/13/2013	Judge Martin H. Colin	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN
10/30/2013	11324	205.00	10/28/2013	Judge Martin H. Colin	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN
11/7/2013	11402	109.50	10/28/2013	Judge Martin H. Colin - EXCERPT JUDGE'S RULING	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN
11/26/2013	11568	110.00	11/19/2013	Judge Martin H. Colin	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN
1/15/2014	11841	110.00	1/2/2014	Judge Martin H. Colin	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Accounts Payable
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Account No. : F11347
Date : 2/22/2014

Total Due : $1,228.35

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

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401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
10911	9/22/2013	12819
Job Date	**Case No.**	
9/13/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:				
Judge Martin H. Colin	73.00 pages	@	5.95	434.35
5 Day Service Charge for Original & 1 Copy				109.50
Court Reporter Attendance Fee			85.00	85.00
Word Index & Condensed Transcript			15.00	15.00
CD & e-transcript Package			35.00	35.00
Shipping & Handling			15.00	15.00
	TOTAL DUE >>>			**$693.85**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$693.85**

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

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Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 10911
Invoice Date : 9/22/2013
Total Due : $693.85

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 12819
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

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LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11324	10/30/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
Court Reporter Appearance - Commencing After Hours	95.00	95.00
TOTAL DUE >>>		**$205.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$205.00**

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11324
Invoice Date : 10/30/2013
Total Due : $205.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

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401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax 954-241-1011

Invoice No.	Invoice Date	Job No.
11402	11/7/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:				
Judge Martin H. Colin - EXCERPT JUDGE'S RULING	10.00 pages	@	5.95	59.50
e-transcript/pdf Package			35.00	35.00
Shipping & Handling			15.00	15.00
	TOTAL DUE >>>			**$109.50**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$109.50**

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11402
Invoice Date : 11/7/2013
Total Due : $109.50

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11568	11/26/2013	13836
Job Date	**Case No.**	
11/19/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
TOTAL DUE >>>		**$110.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$110.00**

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11568
Invoice Date : 11/26/2013
Total Due : $110.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13836
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11841	1/15/2014	14273
Job Date	**Case No.**	
1/2/2014	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
	TOTAL DUE >>>	**$110.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$110.00**

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11841
Invoice Date : 1/15/2014
Total Due : $110.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 14273
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Filing # 10618563 Electronically Filed 02/24/2014 03:36:40 PM

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.

_____/

MOTION FOR ATTORNEY'S FEES AND COSTS

COME NOW, Mark R. Manceri, P.A. (hereinafter the "Movant"), by and through it's undersigned attorney and hereby files this Motion for Attorney's Fees and Costs and in support thereof states, as follows:

1. Pursuant to the Florida Probate Code and/or the Florida Trust Code, the Movant rendered services which provided a benefit to the Estate and/or Trust of Shirley Bernstein.

2. Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives and Ted Bernstein, as Successor Personal Representative, retained Mark R. Manceri, P.A. to

MARK R. MANCERI, P.A.• 2929 East Commercial Blvd.• Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

represent them in these proceedings and agreed to pay attorney's fees and costs in furtherance of that representation.

3. Due to the nature of these entries in the Statements for Services Rendered issued by the Movant to the Client, they are not attached hereto. Movant requests that any examination of same they made in camera.

WHEREFORE, the Movant hereby request that this Honorable Court enter an Order consistent with the relief requested herein and award of attorney's fees and costs and any other relief this Honorable Court deems just, equitable and proper.

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) to all parties on the following Service List, this 24th day of February, 2014.

_____
Mark R. Manceri, Esq.

SERVICE LIST

Theodore Stuart Bernstein (U.S. mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Robert L. Spallina
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Eliot Bernstein (U.S. mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. mail)
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon (U.S. mail)
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni (U.S. mail)
2101 Magnolia Lane
Highland Park, IL 60035

4754/YK054

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95, By Ted S. Bernstein, its Trustee, Ted Bernstein, an individual, Pamela B. Simon, an individual, Jill Iantoni, an individual, and Lisa S. Friedstein, an Individual,

Plaintiffs,

v.

HERITAGE UNION LIFE INSURANCE COMPANY,

Defendant.

Case No.: 13 CV 3643

Honorable Amy J. St. Eve
Magistrate Mary M. Rowland

HERITAGE UNION LIFE INSURANCE COMPANY,

Counter-Plaintiff,

v.

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95,

Counter-Defendant,

and,

FIRST ARLINGTON NATIONAL BANK As Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust, UNITED BANK OF ILLINOIS, BANK OF AMERICA, Successor in interest to LaSalle National Trust, N.A., SIMON BERNSTEIN TRUST, N.A., TED BERNSTEIN, individually and as purported Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95, and ELIOT BERNSTEIN,

Third-Party Defendants.

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED successor Trustee hereby accepts his designation as successor Trustee of the SIMON L. BERNSTEIN TRUST dated September 13, 2012, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Acceptance by Successor Trustee on this 3 day of FEBRUARY, 2014.

Signed, Sealed & Delivered
in the presence of:

Print Name: MATTHEW S. LOGAN

TED S. BERNSTEIN

Print Name: _____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 3 day of ~~January~~ FEBRUARY, 2014, by TED S. BERNSTEIN.

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

Signature - Notary Public

Lindsay Baxley
Print, type or stamp name of Notary Public

X Personally Known
☐ Produced Identification/Type of Identification Produced _____

RESIGNATION OF CO-TRUSTEE

I, ROBERT L. SPALLINA, pursuant to Subparagraph B. of Article IV of the SIMON L. BERNSTEIN TRUST dated September 13, 2012 ("***Trust Agreement***"), do hereby resign as co-Trustee of the Trust Agreement, effective immediately.

IN WITNESS WHEREOF, I have hereunto executed this Resignation of Co-Trustee on this 21 day of January, 2014.

Signed, Sealed & Delivered
in the presence of:

Print Name: Lauren Galvani

Kimberly Moran
Print Name: Kimberly Moran

ROBERT L. SPALLINA

STATE OF FLORIDA
SS
COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 21 day of January, 2014, by ROBERT L. SPALLINA.

DONALD R. TESCHER
MY COMMISSION EXPIRES
January 22, 2018
FF 072746
NOTARY PUBLIC, STATE OF FLORIDA

Signature—Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known
☐ Produced Identification/Type of Identification Produced _____

RESIGNATION OF TRUSTEE

I, DONALD R. TESCHER, pursuant to Subparagraph B. of Article IV of the SIMON L. BERNSTEIN TRUST dated September 13, 2012 ("***Trust Agreement***"), do hereby resign as Trustee of the Trust Agreement, effective immediately upon TED S. BERNSTEIN accepting his appointment as successor Trustee.

IN WITNESS WHEREOF, I have hereunto executed this Resignation of Trustee on this 22 day of January, 2014.

Signed, Sealed & Delivered
in the presence of:

Print Name: LAUREN GALVANI

Kimberly Morgan
Print Name: Kimberly Moran

DONALD R. TESCHER

STATE OF FLORIDA
SS
COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 22 day of January, 2014, by DONALD R. TESCHER.

ROBERT L. SPALLINA
MY COMMISSION EXPIRES
November 4, 2017
NOTARY PUBLIC STATE OF FLORIDA

Signature - Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known
☐ Produced Identification/Type of Identification Produced _____

RESIGNATION OF CO-TRUSTEE

I, ROBERT L. SPALLINA, pursuant to Subparagraph B. of Article IV of the SIMON L. BERNSTEIN TRUST dated September 13, 2012 ("***Trust Agreement***"), do hereby resign as co-Trustee of the Trust Agreement, effective immediately.

IN WITNESS WHEREOF, I have hereunto executed this Resignation of Co-Trustee on this 21 day of January, 2014.

Signed, Sealed & Delivered
in the presence of:

Print Name: LAUREN GALVANI

Print Name: Kimberly Moran

ROBERT L. SPALLINA

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 21 day of January, 2014, by ROBERT L. SPALLINA.

DONALD R. TESCHER
MY COMMISSION EXPIRES
January 22, 2018
#FF 072746
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Signature - Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known

☐ Produced Identification/Type of Identification Produced _____

RESIGNATION OF TRUSTEE

I, DONALD R. TESCHER, pursuant to Subparagraph B. of Article IV of the SIMON L. BERNSTEIN TRUST dated September 13, 2012 ("***Trust Agreement***"), do hereby resign as Trustee of the Trust Agreement, effective immediately upon TED S. BERNSTEIN accepting his appointment as successor Trustee.

IN WITNESS WHEREOF, I have hereunto executed this Resignation of Trustee on this 22 day of January, 2014.

Signed, Sealed & Delivered
in the presence of:

Print Name: LAUREN GALGANI

Print Name: Kimberly Moran

DONALD R. TESCHER

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 22 day of January, 2014, by DONALD R. TESCHER.

ROBERT L. SPALLINA
MY COMMISSION EXPIRES
November 4, 2017
#FF 068367
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Signature - Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known

☐ Produced Identification/Type of Identification Produced _____

APPOINTMENT OF SUCCESSOR TRUSTEE

I, DONALD R. TESCHER, as Trustee of the SIMON L. BERNSTEIN TRUST dated September 13, 2012 (***"Trust Agreement"***), in accordance with the provisions of Subparagraph C.3.a. of Article IV thereof, hereby designate and appoint TED S. BERNSTEIN as successor Trustee under the Trust Agreement effective immediately upon his Acceptance.

IN WITNESS WHEREOF, we have hereunto executed this Appointment of Successor Trustee on this 22 day of January, 2014.

DONALD R. TESCHER

WITNESSES:

Print Name: LAUREN A. GALVANI

Print Name: Kimberly Moran

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 22 day of January, 2014, by DONALD R. TESCHER.

ROBERT L. SPALLINA MY COMMISSION EXPIRES November 4, 2017 #FF 068367 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Signature - Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known

☐ Produced Identification/Type of Identification Produced _____

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED successor Trustee hereby accepts his designation as successor Trustee of the SIMON L. BERNSTEIN TRUST dated September 13, 2012, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Acceptance by Successor Trustee on this _____ day of _____, 2014.

Signed, Sealed & Delivered
in the presence of:

_____ _____

Print Name:_____ TED S. BERNSTEIN

_____

Print Name:_____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of January, 2014, by TED S. BERNSTEIN.

_____

Signature - Notary Public

_____

Print, type or stamp name of Notary Public

☐ Personally Known
☐ Produced Identification/Type of Identification Produced _____

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

PROBATE DIV.
CASE NO.: 50 2012 CP 004391 XXXX SB

IN RE: ESTATE OF SIMON L. BERNSTEIN,
Deceased.
_____/

NOTICE OF HEARING

PLEASE TAKE NOTICE that the undersigned attorney for William E. Stansbury, "Interested Person" in the Estate of Simon Bernstein, has called up for hearing the following matter:

Matter:	**Hearing to determine Curator**
Date:	**Tuesday, February 25, 2014**
Time:	**8:45 a.m.**
Place:	**Honorable Martin Colin** Palm Beach County Circuit Court South County Courthouse Probate Division 200 W. Atlantic Avenue Delray Beach, FL 33444

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been forwarded via e-mail service to: Alan Rose, Esq., PAGE, MRACHEK, 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, arose@pm-law.com and mchandler@pm-law.com; John Pankauski, Esq., PANKAUSKI LAW FIRM, 120 So. Olive Avenue, Suite 701, West Palm Beach, FL 33401, courtfilings@pankauskilawfirm.com; Eliot Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434, *iviewit@iviewit.tv;* and William H. Glasko, Esq., Golden Cowan, P.A., PALMETTO BAY LAW CENTER, 17345 S. Dixie Highway, Palmetto Bay, FL 33157,

bill@palmettobaylaw.com; Eliot Bernstein, Eliot Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434, *iviewit@iviewit.tv* on this 24 day of February, 2014.

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

By: _____
Peter M. Feaman
Florida Bar No.: 260347

IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB IY
DIVISION: COLIN

IN RE: ESTATE OF

SIMON BERNSTEIN

Deceased.
_____/

MOTION FOR ATTORNEY'S FEES AND COSTS

COME NOW, Mark R. Manceri, P.A. (hereinafter the "Movant"), by and through it's undersigned attorney and hereby files this Motion for Attorney's Fees and Costs and in support thereof states, as follows:

1. Pursuant to the Florida Probate Code and/or the Florida Trust Code, the Movant rendered services which provided a benefit to the Estate an/or Trust of Simon Bernstein.

2. Respondents, Donald Tescher and Robert Spallina, as Co-Personal Representatives retained Mark R. Manceri, P.A. to represent them in these proceedings and agreed to pay attorney's fees and costs in furtherance of that representation.

3. Due to the nature of these entries in the Statements for Services Rendered issued by the Movant to the Client, they are not attached hereto. Movant requests that any examination of same be made in camera.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

WHEREFORE, the Movant hereby request that this Honorable Court enter an Order consistent with the relief requested herein and award of attorney's fees and costs and any other relief this Honorable Court deems just, equitable and proper.

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 24th day of February, 2014.

_____
Mark R. Manceri, Esq.

FILE NO.: 502012CP004391XXXXSB IY

SERVICE LIST

Peter M. Feaman, Esq.
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 (U.S. 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
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Robert L. Spallina, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Diane Dustin

From: eservice@myflcourtaccess.com
Sent: Tuesday, February 18, 2014 10:38 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB
Attachments: Notice Of Appearance.pdf

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 02/18/2014 10:37:51 AM ET.

Court: Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #: 502012CP004391XXXXSB
Case Style: IN RE: Estate of Not Available
Document Title: Notice Of Appearance

Filer: Irwin J. Block 561-910-3071

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
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No Matching Entries			

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF

SIMON BERNSTEIN,

Deceased.

_____/

PROBATE DIVISION

File No. 502012CP004391XXXXSB

Division: COLIN

NOTICE OF LIMITED APPEARANCE

Pursuant to Rule 5.030, Florida Probate Rules, Irwin J. Block of the Law Office of Irwin J. Block PLLC hereby enters his limited appearance on behalf of Donald R. Tescher for the sole purpose of representing Mr. Tescher in connection with his Petition for Designation and Discharge as Co-Personal Representative of the Estate of Simon L. Bernstein, deceased.

Respectfully submitted,

Irwin J. Block
Florida Bar No. 006836
700 South Federal Highway, Suite 200
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy hereof has been furnished by email to the parties on the attached Service List.

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

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

NOTICE OF SERVING

PLEASE TAKE NOTICE that Petitioner, TED BERNSTEIN, by and through the undersigned counsel, served on today's date a true and correct copy of the Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014 and Petition for Appointment of Successor Personal Representative dated February 7, 2014, upon Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 13th day of February, 2014.

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Attorneys for Ted S. Bernstein

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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
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Diane Dustin

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Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB

CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

NOTICE OF FILING SIGNED MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW, Petitioner, TED BERNSTEIN ("Petitioner"), by and through the undersigned counsel, and hereby gives notice of filing the attached Motion for Appointment of Curator or Administrator Ad Litem bearing Petitioner's signature (which Motion was originally filed on February 7, 2014).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was

furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 14th day of February, 2014.

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

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

PETITION FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE

Petitioner, Ted S. Bernstein, alleges:

1. Simon L. Bernstein, who formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida. His last will was admitted on or about October 2, 2012.

2. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	

Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

3. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

4. Pursuant to Florida Probate Rule 5.430(d) and Fla. Stat. § 733.503, the court must appoint a successor personal representative upon the resignation of a personal representative.

5. A successor Personal Representative is necessary to marshall the assets and to participate in pending litigation. Petitioner requests, and is duly qualified, to be appointed as successor personal representative of the estate of decedent. Petitioner is sui juris and is a resident of Palm Beach County, Florida, and has an interest in this Estate as the Decedent's son and as trustee of the Decedent's Revocable Trust. Petitioner is best qualified to serve as successor personal representative. He already serves in a fiduciary capacity as the Successor Personal Representative of the Estate of Shirley Bernstein, which is pending in the same division of this Court. Shirley is the decedent's predeceased spouse, and the Estates were transferred to this Division because there are common and overlapping issues. In addition, Petitioner serves as the Successor Trustee of the Shirley Bernstein Trust, and has been appointed to and has accepted the appointment to serve as Successor Trustee of the Simon Bernstein Trust, into which the Estate's assets pour over. There is no successor personal representative nominated in the will, and it is believed that the Petitioner will have the support of a majority in interest of the person's entitled to the Estate.

6. Petitioner is the most qualified candidate to serve in the role of personal representative for this estate. Because Petitioner already currently serves as Successor PR for Shirley's Estate and as the Successor Trustee of both Trusts (the Shirley Bernstein Trust and the Simon Bernstein Trust), Petitioner already employs counsel and believes that there will be costs efficiencies served by the same lawyers handling both Estates. Also, Petitioner is actively involved in litigation in which claims are asserted against these Trusts and the Estate, and has familiarity with each of the lawsuits in which the estate is involved.

WHEREFORE, Petitioner respectfully requests that upon the resignation of the current Co-Personal Representatives, this Court revoke prior Letters of Administration and rescind any orders of appointment, and that Petitioner be appointed successor personal representative.

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.

TED BERNSTEIN February 13, 2014

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile and U.S. Mail; □X U.S. Mail; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

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By: /s/ John J. Pankauski
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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB

CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

NOTICE OF FILING SIGNED PETITION FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE

COMES NOW, Petitioner, TED BERNSTEIN ("Petitioner"), by and through the undersigned counsel, and hereby gives notice of filing the attached Petition for Appointment of Successor Personal Representative bearing Petitioner's signature (which Petition was originally filed on February 7, 2014).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was

furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 14th day of February, 2014.

MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A.
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Filing # 10033465 Electronically Filed 02/07/2014 01:11:32 PM

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

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW Ted S. Bernstein, pursuant to Fla. Prob. R. 5.120, 5.122 and Fla. Stat. §733.501 by and through counsel, and moves this Court to appoint a curator or an administrator ad litem and states that at all times relevant:

1. This motion is for the appointment of an estate fiduciary for the limited purposes of administering the estate until this Court appoints a successor personal representative since the Co-Personal Representatives have resigned. It seeks to have the moving party appointed as such.

2. There is pending litigation which the estate is involved in as well as assets to marshal.

3. It is necessary that the estate be represented.

4. The Decedent, Simon Bernstein, formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida where venue is proper. His last will was admitted on or about October 2, 2012.

5. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor

Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	
Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

6. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were entitled to and granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

7. The nature and approximate value of the assets of the estate is believed to be a promissory note and investments in excess of $ 100,000.

8. The moving party is the most qualified to act and has personal knowledge of the Decedent's assets and the litigation which the estate is involved in. He is also the trustee of the Decedent's revocable trust, which is now irrevocable.

WHEREFORE, the moving party prays that he be appointed curator or administrator ad litem, that he be granted letters or authority, and that this Court provide such further relief as may be just and proper.

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.

TED BERNSTEIN

February 13, 2014

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile and U.S. Mail; X U.S. Mail; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

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c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
2101 Magnolia Lane
Highland Park, IL 60035

Max Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
His Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

Carley Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
Her Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

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4855 Technology Way
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Donald Tescher, Esq.
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Diane Dustin

From: eservice@myflcourtaccess.com
Sent: Thursday, February 13, 2014 3:17 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB
Attachments: Notice.pdf; Notice Of Hearing.pdf

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 02/13/2014 03:16:59 PM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Notice Notice Of Hearing
Filer:	John J. Pankauski 561-514-0906

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com
John J. Pankauski	courtfilings@pankauskilawfirm.com	john@pankauskilawfirm.com	
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Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlaw.com	
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.com	pfeaman@feamanlaw.com
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	

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

IN RE:	PROBATE DIVISION
ESTATE OF SIMON L. BERNSTEIN	Case No. 502012CP004391XXXXSB
Deceased.	DIVISION: IY (COLIN)

_____/

ELIOT IVAN BERNSTEIN, PRO SE

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.

_____/

NOTICE OF HEARING
(30 Minutes Reserved)

PLEASE TAKE NOTICE that the undersigned shall call up for hearing before the Honorable Martin H. Colon:

Matter: Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014

Date: February 18, 2014

Time: 2:30 p.m. (30 Minutes Reserved)

Location: South County Courthouse
200 West Atlantic Avenue
Courtroom 2
Delray Beach, Florida 33444

Please govern yourself accordingly.

I certify that a good faith effort has been made to resolve this issue without a hearing.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 13th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
Alan B. Rose, Esq.
Fla. Bar No. 961825
505 South Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 Telephone /(561) 655-5537 Facsimile
e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

– and –

PANKAUSKI LAW FIRM P.L.L.C.
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0906
courtfilings@pankauskilawfirm.com
Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

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Matt Logan
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c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Jacob Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
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Boca Raton, FL 33434

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Carley Friedstein, a Minor
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Boynton Beach, FL 33436
via email:
(pfeaman@feamanlaw.com)

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Dominique March, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

"Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Dominique March, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711."

"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan

pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Dominique March, kòòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711."

Diane Dustin

From: noreply@myflcourtaccess.com
Sent: Tuesday, February 11, 2014 11:34 AM
Subject: Processing Completed for Filing # 10131548

Dear Donald R. Tescher:

This email verifies the processing of your Filing # **10131548** with the Palm Beach County, Florida Probate Division.

Status:	**Accepted**
Filing Date/Time:	02/11/2014 11:03:38 AM
UCN:	502012CP004391XXXXSB
Clerk Case #:	2012CP004391
Case Style:	IN RE: Estate of Not Available
Matter #:	
Total Filing Fees:	$0.00
Statutory Convenience Fee:	$0.00
Total Paid:	$0.00
Paid By:	No payment required
MyFloridaCounty Receipt #:	

Documents

#	Document Type	Status	Filing Date	Rejection Reason
1	All Motion	Accepted	02/11/2014	
2	All Notice Of Hearing	Accepted	02/11/2014	

Fees

Memo:

This is a non-monitored email. Do not reply directly to it. If you have any questions about this filing, please contact the Palm Beach County, Florida Probate Division.

Thank you.

Many counties no longer require paper follow-up. To see a complete list, click on this link.

Diane Dustin

From: eservice@myflcourtaccess.com
Sent: Tuesday, February 11, 2014 11:04 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB
Attachments: Motion.pdf; Notice Of Hearing.pdf

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 02/11/2014 11:03:38 AM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Motion Notice Of Hearing
Filer:	Donald R. Tescher 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
John J. Pankauski	courtfilings@pankauskilawfirm.com	john@pankauskilawfirm.com	
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Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlaw.com	
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com
Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
No Matching Entries			

Diane Dustin

From: noreply@myflcourtaccess.com
Sent: Tuesday, February 11, 2014 11:04 AM
Subject: Filing Received

Dear Donald R. Tescher:

This email verifies the receipt of 2 documents submitted by you to Palm Beach Probate on

UCN:	502012CP004391XXXXSB
Clerk Case #:	2012CP004391
Case Style:	IN RE: Estate of Not Available
Document Title:	Motion Notice Of Hearing
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: 10131548. Please reference this Filin

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 about
Probate division.

Thank you,
The Florida Courts E-Filing Portal

Report Selection Criteria

Case ID: 502012CP004391XXXXSB
Docket Start Date:
Docket Ending Date:

Case Description

Case ID: 502012CP004391XXXXSB
Case Caption: SIMON L BERNSTEIN
Division: IY - COLIN
Filing Date: Tuesday , October 02nd, 2012
Court: CP - PROBATE
Location: SB - SOUTH BRANCH
Jury: N-Non Jury
Type: FO - FORMAL ADMINISTRATION
Status: PE - PENDING

Related Cases

No related cases were found.

Case Event Schedule

No case events were found.

Case Parties

Seq #	Assoc	Expn Date	Type	ID	Name		
1			DECEDENT	@3079212	**BERNSTEIN, SIMON L**	**Aliases:**	*none*
2		02-OCT-2012	PETITIONER	@3079213	**SPALLINA, ROBERT L**	**Aliases:**	*none*
3	7		ATTORNEY	0497381	**SPALLINA, ROBERT L**	**Aliases:**	*none*
4		02-	PETITIONER	@3079214	**TESCHER,**	**Aliases:**	*none*

		OCT-2012			**DONALD R**		
5	8		ATTORNEY	0497381	**SPALLINA, ROBERT L**	**Aliases:**	*none*
6		07-MAY-2013	JUDGE	IZ	**GILLEN, JUDGE JEFFREY DANA**	**Aliases:**	*none*
7			PERSONAL REPRESENTATIVE	@3079213	**SPALLINA, ROBERT L**	**Aliases:**	*none*
8			PERSONAL REPRESENTATIVE	@3079214	**TESCHER, DONALD R**	**Aliases:**	*none*
9		02-JAN-2014	JUDGE	IX	**FRENCH, JUDGE DAVID E**	**Aliases:**	*none*
10			RESPONDENT	@3371680	**SIMON, PAMELA BETH**	**Aliases:**	*none*
11			RESPONDENT	@3371680	**SIMON, PAMELA BETH**	**Aliases:**	*none*
12			RESPONDENT	@3371682	**BERNSTEIN, JOSHUA ENNIO ZANDER**	**Aliases:**	*none*
13			RESPONDENT	@3371683	**BERNSTEIN, JACOB NOAH ARCHIE**	**Aliases:**	*none*
14			RESPONDENT	@3371685	**BERNSTEIN, DANIEL ELIJSHA ABE**	**Aliases:**	*none*

					O.		
15			RESPONDENT	@3371686	**BERNSTEIN, ALEXANDRA**	**Aliases:**	*none*
16			RESPONDENT	@3371692	**BERNSTEIN, ERIC**	**Aliases:**	*none*
17			RESPONDENT	@3371695	**BERNSTEIN, MICHAEL**	**Aliases:**	*none*
18			RESPONDENT	@3371696	**LOGAN, MATTHEW**	**Aliases:**	*none*
19			RESPONDENT	@3371697	**SIMON, MOLLY NORAH**	**Aliases:**	*none*
20			RESPONDENT	@3371698	**IANTONI, JULIA**	**Aliases:**	*none*
21			RESPONDENT	@3371699	**FRIEDSTEIN, MAX**	**Aliases:**	*none*
22			RESPONDENT	@3371700	**FRIEDSTEIN, CARLY**	**Aliases:**	*none*
23			JUDGE	IY	**COLIN, JUDGE MARTIN H**	**Aliases:**	*none*

Docket Entries

Docket Number	Docket Type	Book and Page No.	Attached To:
	00000 - ADDITIONAL COMMENTS		
Filing Date:	02-OCT-2012		

Filing Party:	
Disposition Amount:	
Docket Text:	*none.*

	500FF - CPFF/FO-PP-PR-GA
Filing Date:	02-OCT-2012
Filing Party:	
Disposition Amount:	
Docket Text:	*none.*

	PE - PENDING
Filing Date:	02-OCT-2012
Filing Party:	
Disposition Amount:	
Docket Text:	*none.*

	RCPT - RECEIPT FOR PAYMENT
Filing Date:	02-OCT-2012
Filing Party:	
Disposition Amount:	
Docket Text:	A Payment of -$419.00 was made on receipt SBCV168422.

1	PADM - PETITION FOR ADMINISTRATION	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	

2	DCPD - DEATH CERT PROBATE DECEDENT	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	

3	WILL - WILL	Book 025507 - Page 01559
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		

Docket Text:	*none.*	
4	NOTR - NOTICE OF TRUST	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	
5	NOED - NOTICE OF EMAIL DESIGNATION	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	
6	OAWP - ORDER ADMITTING WILL	
Filing Date:	02-OCT-2012	
Filing Party:	GILLEN, JUDGE JEFFREY DANA	
Disposition Amount:		
Docket Text:	*none.*	
7	OATH - OATH	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	OF PERSONAL REPRESENTATIVE	
8	OATH - OATH	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	OF PERSONAL REPRESENTATIVE	
9	LADM - LETTERS OF ADMINISTRATION	Book 025507 - Page 01570
Filing Date:	02-OCT-2012	
Filing Party:	GILLEN, JUDGE JEFFREY DANA	
Disposition Amount:		
Docket Text:	*none.*	
10	WILL - WILL	

TS006013

Filing Date:	10-OCT-2012
Filing Party:	
Disposition Amount:	
Docket Text:	"EXHIBIT" DTD--08/15/00

11	SCLM - STATEMENT OF CLAIM
Filing Date:	06-NOV-2012
Filing Party:	
Disposition Amount:	
Docket Text:	F/B WILLIAM E. STANSBURY. ATTY. NOTIFIED

12	SCLM - STATEMENT OF CLAIM
Filing Date:	09-NOV-2012
Filing Party:	
Disposition Amount:	
Docket Text:	WELLS FARGO BANK, N.A.

13	PPUB - PROOF OF PUBLICATION
Filing Date:	21-NOV-2012
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	N0TICE 0F FILING OF NOTICE OF ADMIN

14	PPUB - PROOF OF PUBLICATION
Filing Date:	21-NOV-2012
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	NOTICE OF FILING OF NOTICE TO CREDITORS

15	PEET - PETITION TO EXTEND TIME
Filing Date:	14-DEC-2012
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	TO FILE INVENTORY F/B ROBERT L. SPALLINA & DONALD R. TESCHER

16	SCLM - STATEMENT OF CLAIM
Filing Date:	10-JAN-2013
Filing Party:	
Disposition Amount:	

Docket Text:	F/B WEST ASSET MANAGEMENT FOR AMERICAN EXPRESS ATTY NOTIFIED

17	ORET - ORDER EXTENDING TIME
Filing Date:	14-JAN-2013
Filing Party:	GILLEN, JUDGE JEFFREY DANA
Disposition Amount:	
Docket Text:	TO FILE INVENTORY

18	SCLM - STATEMENT OF CLAIM
Filing Date:	16-JAN-2013
Filing Party:	
Disposition Amount:	
Docket Text:	F/B CBIZ GOLDSTEIN LEWIN ATTY NOTIFIED

19	NOF - NOTICE OF FILING
Filing Date:	24-JAN-2013
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	NOTICE OF FILING PROOF OF SERVICE OF NOTICE TO CREDITORS UPON CREDITORS

20	NOF - NOTICE OF FILING
Filing Date:	24-JAN-2013
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	PROOF OF SERVICE OF NOTICE TO CREDITORS UPON THE AGENCY FOR HEALTH CARE ADMINISTRATION

21	OTCL - OBJECTION TO CLAIM
Filing Date:	05-FEB-2013
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	OF WILLIAM E. STANSBURY

22	NOT - NOTICE
Filing Date:	04-MAR-2013
Filing Party:	
Disposition Amount:	
Docket Text:	OF INDEPENDENT ACTION

23	PET - PETITION
Filing Date:	06-MAY-2013
Filing Party:	
Disposition Amount:	
Docket Text:	EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE, F/B: ELIOT IVAN BERNSTEIN
24	ORDD - ORDER DENYING
Filing Date:	08-MAY-2013
Filing Party:	
Disposition Amount:	
Docket Text:	ORDER DENYING EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE SIGNED BY JUDGE M. COLIN
25	ORDD - ORDER DENYING
Filing Date:	09-MAY-2013
Filing Party:	
Disposition Amount:	
Docket Text:	EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVE INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE F/B:JUDGE MARTIN H COLIN
26	POS - PROOF OF SERVICE
Filing Date:	14-MAY-2013
Filing Party:	BERNSTEIN, SIMON L
Disposition Amount:	
Docket Text:	PROOF OF SERVICE OF EMERGENCY PERITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT

	BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE
27	RQCP - REQUEST FOR COPIES
Filing Date:	22-MAY-2013
Filing Party:	
Disposition Amount:	
Docket Text:	REQUEST FOR NOTICES AND COPIES OF PLEADINGS, F/B: PETER M. FEAMAN 05/29/13 CPY MAILED TO THE ATTY. FOR THE P.R.
28	PET - PETITION
Filing Date:	29-MAY-2013
Filing Party:	
Disposition Amount:	
Docket Text:	RENEWED EMERGENCY PETITION BY ELIOT IVAN BERNSTEIN
29	ORDD - ORDER DENYING
Filing Date:	30-MAY-2013
Filing Party:	FRENCH, JUDGE DAVID E
Disposition Amount:	
Docket Text:	ORDER DENYING RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE - DENIED AS AN EMERGENCY
30	INV - INVENTORY - ESTATE
Filing Date:	11-JUN-2013
Filing Party:	
Disposition Amount:	
Docket Text:	F/B: ROBERT L. SPALLINA AND DONALD R. TESCHER
31	MOT - MOTION
Filing Date:	26-JUN-2013
Filing Party:	
Disposition Amount:	
Docket Text:	MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT

	AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON BERNSTEIN AND MORE FILED BY PETITIONERS, F/B: ELIOT BERNSTEIN

32	MOT - MOTION
Filing Date:	15-JUL-2013
Filing Party:	
Disposition Amount:	
Docket Text:	TO RESPOND TO THE PETITIONS BY THE RESPONDENTS, F/B: ELIOT IVAN BERNSTEIN

33	MOT - MOTION
Filing Date:	24-JUL-2013
Filing Party:	
Disposition Amount:	
Docket Text:	TO REMOVE PERSONAL REPRESENTATIVES, F/B: ELIOT BERNSTEIN

34	NOT - NOTICE
Filing Date:	28-AUG-2013
Filing Party:	
Disposition Amount:	
Docket Text:	NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS

35	POS - PROOF OF SERVICE
Filing Date:	29-AUG-2013
Filing Party:	
Disposition Amount:	
Docket Text:	BY E-MAIL, F/B: ELLIOT BERNSTEIN

36	NOT - NOTICE
Filing Date:	04-SEP-2013
Filing Party:	
Disposition Amount:	
	OF EMERGENCY MOT. TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED & ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD & MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD

Docket Text:	TESCHER ACTING AS ALLEGED P.R.S AND THIER LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOT. FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED P.R.S AND OTHER; MOT. TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OFSHIRLEY; CONTINUED MOT. FOR REMOVAL OF ALLEGED P.R. AND ALLEGED SUCCESSOR TRUSTEE F/B ELIOT IVAN BERNSTEIN

37	ORDD - ORDER DENYING
Filing Date:	09-SEP-2013
Filing Party:	
Disposition Amount:	
Docket Text:	PETITIONER'S EMERGENCY MOTION FILED SEPTEMBER 4, 2013, JUDGE DAVID E FRENCH

38	PET - PETITION
Filing Date:	10-OCT-2013
Filing Party:	
Disposition Amount:	
Docket Text:	TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY, F/B: ELIOT IVAN BERNSTEIN

39	MSTR - MOTION TO STRIKE
Filing Date:	24-OCT-2013
Filing Party:	
Disposition Amount:	
Docket Text:	PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY - F/B MARK MANCERI

40	MOT - MOTION
Filing Date:	12-DEC-2013
Filing Party:	TESCHER, DONALD R
Disposition Amount:	
Docket Text:	TO TRANSFER AND CONSOLIDATE

41	NOH - NOTICE OF HEARING
Filing Date:	12-DEC-2013
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	DECEMBER 24, 2013 @ 8:45 A.M

42	NOF - NOTICE OF FILING

Filing Date:	13-DEC-2013
Filing Party:	
Disposition Amount:	
Docket Text:	F/B MARK MANCERI

43	NOF - NOTICE OF FILING
Filing Date:	17-DEC-2013
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	OBJECTION TO MOTION TO STRIKE PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT AND ADDITIONAL RESPONDENTS TO BE ADDED

44	MEMO - MEMORANDUM
Filing Date:	18-DEC-2013
Filing Party:	
Disposition Amount:	
Docket Text:	FEE DUE $ 32.50.

45	MOT - MOTION
Filing Date:	20-DEC-2013
Filing Party:	
Disposition Amount:	
Docket Text:	I) MOTION OBJECTING AND OPPOSING MOTION TO TRANSFER AND CONSOLIDATE AND (IU MOTION TO SET NEW EMERGENCY HEARING TO HEAR PETITIONER'S MOTIONS BY ELIOT IVAN BERNSTEIN

46	RNOT - RE-NOTICE
Filing Date:	23-DEC-2013
Filing Party:	
Disposition Amount:	
Docket Text:	OF HEARING

47	INV - INVENTORY - ESTATE
Filing Date:	27-DEC-2013
Filing Party:	
Disposition Amount:	
Docket Text:	AMENDED, F/B: ROBERT L SPALLINA AND DONALD R TESCHER E-FILED

48	NCAN - NOTICE OF CANCELLATION	
Filing Date:	02-JAN-2014	
Filing Party:		
Disposition Amount:		
Docket Text:	OF RE-NOTICE OF HEARING - F/B MARK MARCERI	
49	MOT - MOTION	
Filing Date:	10-JAN-2014	
Filing Party:		
Disposition Amount:		
Docket Text:	MOTION TO WITHDRAW AS COUNSEL OF RECORD, F/B: MARK R MANCERI ESQ E-FILED	
50	NOH - NOTICE OF HEARING	
Filing Date:	13-JAN-2014	
Filing Party:		
Disposition Amount:		
Docket Text:	1/23/14 @ 8:45AM CTRM 8 JUDGE COLIN - F/B MARK MANCERI	
51	PDCH - PETITION FOR DISCHARGE	
Filing Date:	22-JAN-2014	
Filing Party:		
Disposition Amount:		
Docket Text:	PETITION FOR RESIGNATION AND DISCHARGE, F/B: DONALD R TESCHER AND ROBERT L SPALLINA E-FILED	
52	CNS - CONSENT	
Filing Date:	22-JAN-2014	
Filing Party:	SPALLINA, ROBERT L	
Disposition Amount:		
Docket Text:	AND JOINDER TO MOTION TO WITHDRAW AS COUNSEL OF RECORD	
53	ORD - ORDER	
Filing Date:	23-JAN-2014	
Filing Party:	COLIN, JUDGE MARTIN H	
Disposition Amount:		
Docket Text:	ON MOTION TO WITHDRAW AS COUNSEL OF RECORD-GRANTED	
54	NOH - NOTICE OF HEARING	

Filing Date:	28-JAN-2014
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	2/18/14 @ 1:30 PM JUDGE COLIN

55	NOH - NOTICE OF HEARING

Filing Date:	31-JAN-2014
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	FEBRUARY 18: 2014 @ 1:30 P.M

56	NOH - NOTICE OF HEARING

Filing Date:	31-JAN-2014
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	FEBRUARY 18,2014 @ 1 :30 P.M

57	PET - PETITION

Filing Date:	07-FEB-2014
Filing Party:	BERNSTEIN, JACOB NOAH ARCHIE
Disposition Amount:	
Docket Text:	FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE - F/B TED BERSTEIN

58	MOT - MOTION

Filing Date:	07-FEB-2014
Filing Party:	
Disposition Amount:	
Docket Text:	FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM - F/B TED BERSTEIN

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Filing # 10179238 Electronically Filed 02/12/2014 09:57:56 AM

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

IN RE:

Case No.: 50 2012 CP 004391 SB
JUDGE MARTIN COLIN

ESTATE OF SIMON
BERNSTEIN,
Deceased. Division: IY
_____/

RESPONSE IN OPPOSITION TO MOTION FOR APPOINTMENT OF TED BERNSTEIN AS CURATOR AND MOTION FOR THE APPOINTMENT OF ELIOT BERNSTEIN AS CURATOR OR SUCCESSOR PERSONAL REPRESENTATIVE OR, IN THE ALTERNATIVE, FOR APPOINTMENT OF AN INDEPENDENT THIRD PARTY AS SUCCESSOR PERSONAL REPRESENTATIVE OR CURATOR

COMES NOW Petitioner, William E. Stansbury ("Stansbury"), an unsecured creditor and "Interested Person," pursuant to the §731.201(23) Fla. Stat. (2013), by and through his undersigned counsel, and files this Response in Opposition to Motion for Appointment of Ted Bernstein as Curator and Motion for the Appointment of Eliot Bernstein as Curator or Successor Personal Representative or, in the Alternative, for Appointment of an Independent Third Party as Successor Personal Representative or Curator. In support, Petitioner states as follows:

1. The currently serving Co-Personal Representatives of the Estate, Donald R. Tescher and Robert L. Spallina have petitioned this Court for Resignation and Discharge. In considering the resignation, the Court, under the provisions of Fla. Prob. R. 5.430(d), is required to determine the necessity of appointing a successor fiduciary.

2. In this Estate, the Court is required to appoint a successor fiduciary since both Co-Personal Representatives are resigning. The Court is also empowered to appoint a curator under §733.506, Fla. Stat. (2013) and Fla. Prob. R. 5.122(a) until a new Successor Personal Representative is appointed.

I. Stansbury has standing to bring this Response and Motion

3. When removal of a Personal Representative is at issue, Fla. Prob. R. 5.440 specifically provides that, " ... **any interested person, by petition,** may commence a proceeding to remove a personal representative. ..." (Emphasis added.) By logical extension an "interested person" would also have standing to petition the court for the appointment of a successor fiduciary.

4. The provisions of §731.201(23), Fla. Stat. (2013) define an "interested person" as:

> (23) "Interested person" means any person who may reasonably be expected to be affected by the outcome of the particular proceeding involved..."

5. Stansbury has filed a claim against the Estate of Simon Bernstein (the "Estate") and has sued the Estate in a separate lawsuit styled *William E. Stansbury v. Ted Bernstein, et al,* Case. No. 50 2012 CA 013933 MB AA, Palm Beach County, Florida. A copy of the Statement of Claim is attached as Exhibit "A." A copy of the Amended Complaint which forms the basis of the Statement of Claim is attached hereto as Exhibit "B."

6. Stansbury, as a claimant of the Estate, has an interest in ensuring that the successor fiduciary ultimately appointed will act without bias and in the best interests of the creditors and devisees of the Estate. The Fourth District Court of Appeal has recognized that a claimant to an estate is an "interested person" and has standing in a proceeding to approve the personal representative's final accounting and petition for discharge. *See,* Arzuman v. Estate of Prince Bander BIN Saud Bin, etc., 879 So.2d 675 (Fla. 4th DCA 2004). *See also,* Montgomery v. Cribb, 484 So.2d 73 (Fla. 2d DCA 1986) (Wrongful death claimant was entitled to notice of hearing as an "interested person" under the probate code even though case was dismissed by trial court and disputed settlement was on appeal.) Stansbury is therefore an "interested person" as to

the outcome of this or any subsequent proceeding in which a successor fiduciary or a curator will be appointed, and Stansbury has standing to file and advance this Petition.

II. Ted Bernstein should not be appointed as Curator or Successor Personal Representative

A. Misconduct in the Shirley Bernstein Estate

7. There are serious allegations of fraud and forgery in the Shirley Bernstein Estate where Ted Bernstein is now the Personal Representative. Documents were submitted to the Court bearing notarized signatures of Simon Bernstein, alleged signatures by him, but on a date after he had passed away.

8. This Court was apprised of these allegations in a hearing conducted September 13, 2013 wherein the Court questioned whether the potential parties involved should be read their Miranda Rights. (*See* Transcript of Proceedings, pages 15 and 16, attached as Exhibit "C.")

B. The "lost" Insurance Trust

9. At the time of Simon Bernstein's death, it was determined that there existed a life insurance policy issued by Heritage Mutual Insurance Company ("Heritage") allegedly payable to the Simon Bernstein Irrevocable Insurance Trust as beneficiary (the "Insurance Trust"). According to an SS-4 Application for EIN form submitted to the IRS on June 21, 1995, Shirley Bernstein was represented as Trustee of the Insurance Trust. (*See* SS-4 Application for EIN as Exhibit "D.")

10. Notwithstanding the earlier SS-4 EIN form, on November 1, 2012, Robert Spallina, one of the resigning Co-Personal Representatives, submitted a claim form to Heritage on behalf of the Insurance Trust for the benefit of the grown children of Simon Bernstein. In doing so, Spallina represented that he was the Trustee of the Insurance Trust. (*See* Exhibit "E")

Spallina made this representation despite having informed Heritage by letter shortly thereafter that he was "unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995." (*See* Exhibit "F" attached.) If the Trust instrument cannot be found, the insurance proceeds would be payable to the Simon Bernstein Estate, and as such, would be available to pay creditors of the Estate such as Stansbury.

11. Spallina, with the knowledge of Ted Bernstein, represented that he was "Trustee" of the Insurance Trust in an effort to collect the insurance proceeds on behalf the Insurance Trust and for the benefit of the grown children of Simon Bernstein, so as to circumvent the Simon Bernstein Estate.

12. Heritage refused to pay the life insurance proceeds to anyone without a court order. The Insurance Trust then sued Heritage in the Circuit Court of Cook County, Illinois (the case has since been removed to Federal Court). In paragraph 2 of the Complaint, the Plaintiff, the Insurance Trust, although apparently still "lost," alleges that Ted Bernstein is the "trustee" of the Insurance Trust. Yet, there exists no trust document establishing the continued existence of the Insurance Trust, let alone that Ted is the Trustee. As a result, Ted's representation, like that of Spallina, appears plainly false.

C. Ted Bernstein has a Conflict of Interest ---

13. Ted Bernstein, as well as his siblings (other than Eliot) - Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni - have a conflict of interest precluding them from faithfully executing the duties of fiduciary on behalf of the Estate.

14. One of the considerations for removal of a Personal Representative as set forth in §733.504(9) (2013) is, **"(9) Holding or acquiring conflicting or adverse interests against the estate that will or may interfere with the administration of the estate as a whole."**

15. A trail of e-mails indicates that Ted Berstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni were advocating and scheming to keep the proceeds from the Heritage life insurance policy, as described above in paragraphs 9 thru 12 from being paid to the Estate. The stated purpose of this scheme was to avoid making the life insurance proceeds available to pay creditors of the Estate such as Stansbury. (*See,* selected e-mail messages, attached hereto as Composite Exhibit "G".) The residuary beneficiaries of the Will, that is, the grandchildren of Simon Bernstein, would also be prejudiced by such a determination.

16. Section 733.602(1), Fla. Stat. (2013), expressly provides that ". . . A personal representative shall use the authority conferred by this code, the authority in the will, if any, and the authority of any order of the court, **for the best interests of interested persons, including creditors.**" (Emphasis added.)

17. While the ultimate outcome of the adjudication of the issues surrounding the Heritage life insurance proceeds is uncertain, what is clear is that each of the children of Simon Bernstein, other than Eliot Bernstein, have advocated, and continue to advocate a position that is contrary to the best interests of the Estate, its creditors and beneficiaries. These two conflicting and contrary positions between the interests of the children of Simon Bernstein (other than Eliot) and the duty of the successor fiduciary to act in the best interests of the Estate, including the creditors and beneficiaries, render Ted Bernstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni unqualified to serve as successor fiduciaries. *See* Estate of Bell v. Johnson, 573 So.2d 57 (Fla. 1st DCA, 1990) (conflict between personal representative, in that capacity, and as power of attorney, necessitated removal as personal representative).

D. The "Schiller" Lawsuit

18. Further, Ted Bernstein is a Defendant in yet another lawsuit filed in this Circuit Court. *See,* Schiller v. Life Insurance Concepts, et al, Case No. 502013CA007442 AD, wherein Ted Bernstein and others are accused of negligence and other business torts in connection with their business dealings.

E. Curator and Successor Personal Representative

19. Stansbury nominates Eliot Bernstein ("Eliot"), a son of the Decedent, to serve as successor Personal Representative. Eliot is qualified under §733.302, Fla. Stat. (2013) as he is *sui juris* and was a resident of Florida at the time of his father's death on September 13, 2012. Additionally, he is entitled to "preferential" consideration under §733.301(1)(a)(3) in that he is a devisee under Simon Bernstein's Will dated July 25, 2012 that has been admitted to probate.

20. In addition to his technical qualifications to serve as Personal Representative under the Florida Probate Code, Eliot also deserves significant consideration since he has been the only child of Simon and Shirley Bernstein to bring to the Court's attention the potential fraud and forgery issues that exist in connection with the closing of the Estate of Shirley Bernstein, as more fully set forth in paragraphs 7 and 8 above.

21. Stansbury acknowledges that Eliot's siblings, Theodore "Ted" Bernstein, Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni are also technically qualified to serve under §733.302, Fla. Stat. (2013) and §733.301(1)(a)(3). However, for the reasons set forth above, each of them should not be considered or appointed Curator or Successor Personal Representative by this Court.

22. Alternatively, should the Court determine that all of the Bernstein children, Eliot included, are not appropriate to serve, Stansbury moves this Court for the appointment of an

independent, third party Curator or Personal Representative that will administer the Estate in an objective, unbiased and fair manner, as set forth in § 733.5061, Fla. Stat. (2013) and in accordance with the procedure set forth in §733.501, Fla. Stat. (2013).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished to parties listed on the attached Service list by U.S. Mail and via e-mail service at arose@mrachek-law.com and mchandler@mrachek-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, and at courtfilings@pankauskilawfirm.com to John J. Pankauski, Esq., PANKAUSKI LAW FIRM, 120 South Olive Avenue, Suite 701, West Palm Beach, FL 33401, on this 11th day of February, 2014.

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

SERVICE LIST

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Alexandra Bernstein
3000 Washington Blvd, Apt 424
Arlington, VA, 22201

Eric Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745

Daniel Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Jacob Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Joshua Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
2101 Magnolia Lane
Highland Park, IL 60035

Max Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
His Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

Carley Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
Her Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

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

IN RE: **Case No. 502012CP004391 SB**

ESTATE OF SIMON BERNSTEIN,
Deceased. **Division: IZ**

COPY
SOUTH COUNTY BRANCH OFFICE
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CLERK & COMPTROLLER
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").

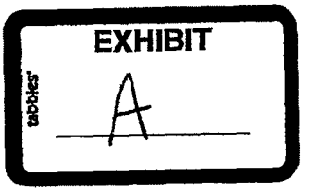
2. The name and address of the claimant are William E. Stansbury, 6920 Caviro Lane, Boynton Beach, Florida 33437, and the name and address of the claimant's attorney is set forth below.

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 _____ 2012.

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 CA013 933XXXX

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.
_____/

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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

TS006035

at, and accustomed to, speaking and marketing insurance products to, large groups of professionals, 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

TS006036

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

TS006037

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

TS006038

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

TS006039

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

TS006040

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

TS006041

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.

TS006042

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

TS006043

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.

TS006044

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

TS006045

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

TS006046

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.

TS006047

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

TS006048

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.

TS006050

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.

TS006051

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

TS006052

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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TS006053

F

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

EXHIBIT
tabbies
B

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

TS006061

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

TS006062

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

TS006064

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.

TS006070

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.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: 561073405552
Fax: 561-734-5554
pfeaman@feamanlaw.com

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

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of
PETER M. FEAMAN, P.A.
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Of Counsel

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Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

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)

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IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE/GUARDIANSHIP DIVISION IY
CASE NO.: 502011CP000653XXXXSB

IN RE: THE ESTATE OF:
SHIRLEY BERNSTEIN,
Deceased
_____/

ELIOT IVAN BERNSTEIN, PRO SE,
Petitioner,
vs.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, 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 & PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000),
Respondents.
_____/

TRANSCRIPT OF PROCEEDINGS
BEFORE
THE HONORABLE MARTIN H. COLIN

South County Courthouse
200 West Atlantic Avenue, Courtroom 8
Delray Beach, Florida 33344

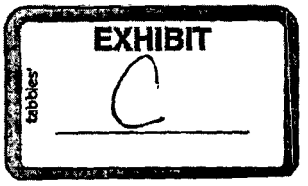
Friday, September 13, 2013
1:30 p.m. - 2:15 p.m.

Stenographically Reported By:
JESSICA THIBAULT

00002

APPEARANCES

On Behalf of the Petitioner:
ELIOT IVAN BERNSTEIN, PRO SE
2753 NW 34th Street
Boca Raton, Florida 33434



MR. MANCERI: That's when the order was signed, yes, your Honor.
THE COURT: He filed it, physically came to court.
MR. ELIOT BERNSTEIN: Oh.
THE COURT: So let me see when he actually filed it and signed the paperwork. November. What date did your dad die?
MR. ELIOT BERNSTEIN: September. It's hard to get through. He does a lot of things when he's dead.
THE COURT: I have all of these waivers by Simon in November. He tells me Simon was dead at the time.
MR. MANCERI: Simon was dead at the time, your Honor. The waivers that you're talking about are waivers from the beneficiaries, I believe.
THE COURT: No, it's waivers of

00026

accountings.
MR. MANCERI: Right, by the beneficiaries.
THE COURT: Discharge waiver of service of discharge by Simon, Simon asked that he not have to serve the petition for discharge.
MR. MANCERI: Right, that was in his petition. When was the petition served?
THE COURT: November 21st.
MR. SPALLINA: Yeah, it was after his date of death.
THE COURT: Well, how could that happen legally? How could Simon --
MR. MANCERI: Who signed that?
THE COURT: -- ask to close and not serve a petition after he's dead?
MR. MANCERI: Your Honor, what happened was is the documents were submitted with the waivers originally, and this goes to Mr. Bernstein's fraud allegation. As you know, your Honor, you have a rule that you have to have your waivers notarized. And the original waivers that were submitted were not notarized, so they were kicked back by the clerk. They were then notarized by a staff person from Tescher and Spallina admittedly in error. They

00027

should not have been notarized in the absentia of the people who purportedly signed them. And I'll give you the names of the other siblings, that would be Pamela, Lisa, Jill, and Ted Bernstein.

THE COURT: So let me tell you because I'm going to stop all of you folks because I think you need to be read your Miranda warnings.

MR. MANCERI: I need to be read my Miranda warnings?

THE COURT: Everyone of you might have to be.

MR. MANCERI: Okay.

THE COURT: Because I'm looking at a formal document filed here April 9, 2012, signed by Simon Bernstein, a signature for him.

MR. MANCERI: April 9th, right.

THE COURT: April 9th, signed by him, and notarized on that same date by Kimberly. It's a waiver and it's not filed with The Court until November 19th, so the filing of it, and it says to The Court on November 19th, the undersigned, Simon Bernstein, does this, this, and this. Signed and notarized on April 9, 2012. The notary said that she witnessed Simon

00028

sign it then, and then for some reason it's not filed with The Court until after his date of death with no notice that he was dead at the time that this was filed.

MR. MANCERI: Okay.

THE COURT: All right, so stop, that's enough to give you Miranda warnings. Not you personally --

MR. MANCERI: Okay.

THE COURT: Are you involved? Just tell me yes or no.

MR. SPALLINA: I'm sorry?

THE COURT: Are you involved in the transaction?

MR. SPALLINA: I was involved as the lawyer for the estate, yes. It did not come to my attention until Kimberly Moran came to me after she received a letter from the Governor's Office stating that they were investigating some fraudulent signatures on some waivers that were signed in connection with the closing of

SS LEXINGTON

10/22/95

Form **SS-4** (Rev. August 1989)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

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

EIN 65-0178916

OMB No. 1545-0003
Expires 7-31-91

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

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

3 Executor, trustee, "care of" name
Shirley Bernstein

4a Mailing address (street address) (room, apt., or suite no.)
7020 Lions Head

5a Address of business. (See instructions.)

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

5b City, state, and ZIP code

6 County and state where principal business is located

7 Name of principal officer, grantor, or general partner (See instructions.) ▷ Shirley Bernstein 371-32-5211

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

- ☐ Individual SSN
- ☐ REMIC
- ☐ State/local government
- ☐ Other nonprofit organization (specify)
- ☐ Other (specify) ▷
- ☐ Personal service corp.
- ☐ National guard
- ☐ Estate
- ☐ Plan administrator SSN
- ☐ Other corporation (specify)
- ☐ Federal government/military
- ☒ Trust
- ☐ Partnership
- ☐ Farmers' cooperative
- ☐ Church or church controlled organization

If nonprofit organization enter GEN (if applicable)

8b If a corporation, give name of foreign country (if applicable) or state in the U.S. where incorporated ▷ | Foreign country | State

9 Reason for applying (Check only one box)

- ☐ Started new business
- ☐ Hired employees
- ☐ Created a pension plan (specify type) ▷
- ☐ Banking purpose (specify) ▷
- ☐ Changed type of organization (specify) ▷
- ☐ Purchased going business
- ☒ Created a trust (specify) ▷ Insurance Trust
- ☐ Other (specify) ▷

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

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

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

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

14 Does the applicant operate more than one place of business? ☐ Yes ☐ No
If "Yes," enter name of business. ▷

15 Principal activity or service (See instructions.) ▷

16 Is the principal business activity manufacturing? ☐ Yes ☐ No
If "Yes," principal product and raw material used ▷

17 To whom are most of the products or services sold? Please check the appropriate box. ☐ Business (wholesale) ☐ N/A
☐ Public (retail) ☐ Other (specify) ▷

18a Has the applicant ever applied for an identification number for this or any other business? ☐ Yes ☒ No
Note: If "Yes," please complete lines 18b and 18c.

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

18c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.
Approximate date when filed (Mo., day, year) | City and state where filed | Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Name and title (Please type or print clearly.) ▷ Shirley Bernstein, Trustee
Telephone number (include area code) 407-477-9991
Signature ▷ X
Date ▷ June 21, 1995

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

Please leave blank ▷	Geo.	Ind.	Class	Size	Reason for applying

For Paperwork Reduction Act Notice, see attached instructions. U.S. Government Printing Office: 1989-262-731/00163 Form SS-4 (Rev. 8-89)

EXHIBIT tabbies D

BT000104

TS006080

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First, Middle): Bernstein, Simon Leon

2. Last 4 digits of Deceased's Social Security No.:

3. If the Deceased was known by any other names such as maiden name, hyphenated name or legal name change, derivative form of first and/or middle name or an alias, please provide them below:

4. Policy Number(s): 1009202

5. If policy is lost or not available, please explain: Unable to locate, policy is 30 years old

6. Deceased's Date of Death: 09/13/12

7. Cause of Death: natural causes

8. ☐ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle) If trust, please list trust name and complete Trustee Certification section.: Simon Bernstein Irrevocable Insurance Trust

10. Street Address:

11. City:

12. State and Zip:

13. Daytime Phone Number:

14. Date of Birth:

15. Social Security or Tax ID Number: 65-6017 8916

16. Relationship to Deceased:

17. I am filing this claim as:
☐ an individual who is named as a beneficiary under the policy
☐ a Trustee of a Trust which is named as a beneficiary under the policy
☐ an Executor of Estate which is named as a beneficiary under the policy
☐ Other

18. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship:

19. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invests in this policy as a viatical or life settlement? ☐ Yes ☐ No

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

20. Claimant Name (Last, First, Middle) If trust, please list trust name and complete Trustee Certification section.:

21. Street Address:

22. City:

23. State and Zip:

24. Daytime Phone Number:

25. Date of Birth:

26. Social Security or Tax ID Number:

27. Relationship to Deceased:

28. I am filing this claim as:
☐ an individual who is named as a beneficiary under the policy
☐ a Trustee of a Trust which is named as a beneficiary under the policy
☐ an Executor of Estate which is named as a beneficiary under the policy
☐ Other

29. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship:

30. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

EXHIBIT tabbies E

BT000100

TS006081

LAIMANT STATEMENT

SETTLEMENT OPTIONS

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

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

_____

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

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

SUBSTITUTE FOR IRS FORM W-9

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

SIGNATURES

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

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

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

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

Personal Rep & Trustee — 11/1/11

Signature of Claimant and Title — Date

Signature of Second Claimant, if any, and Title — Date

BT000101

TS006082

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

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

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

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

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

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

___ 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.

___ 2. The GST tax does not apply because the GST tax exemption will offset the GST tax.

__X__ 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.

___ 4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

___ 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Simon Bernstein Irrevocable Insurance Trust	Oct 01 1995
Date of all Amendments	Trust Tax ID Number
	65 6178916

Printed Name of Trustee(s)	Signature(s)
a Robert L. Spallina	
b	
c	
d	

BT000103

TS006083

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 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

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

Dear Bree:

As per our earlier telephone conversation:

- We are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for.
- Mrs. Shirley Bernstein was the initial beneficiary of the 1995 trust, but predeceased Mr. Bernstein.
- The Bernstein children are the secondary beneficiaries of the 1995 trust
- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the FIN number for the 1995 trust.

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

EXHIBIT
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ET000083

We are going to do what is necessary to have the proceeds paid where they were intended to be paid, as quickly as possible now. If you think I am factually incorrect about any of this, please either call me or email me and explain where I may be wrong. It goes without saying, this is not my expertise. I am processing the same information that everyone else is working with and this is how I see it.

Ted

This is my analysis on the Heritage payout thus far. First, I would like to review the insurance policy as well as the official statements respecting investment returns, use of returns to pay premiums and loans taken from the policy. I understand Ted and Pam have the policy, and do not understand why Mr. Spallina thinks it is curious that I also want to review these materials. Second, I understand the expressed concerns that if the proceeds are paid to the estate then the proceeds would be subject to the claims of creditors of the estate. It is my understanding that the "plan" is to have the proceeds payable to a trust to avoid creditor claims; however, I have also been counseled that if a trust is utilized an estate creditor can challenge the trust transaction as a fraudulent conveyance used to avoid the creditor's claim. We have been told that Dad designated his 1995 trust as his beneficiary with Heritage. We were also told that that trust cannot be located. I would also like to review an affidavit that indicates the precise steps that were taken and by whom and with whom to locate the 1995 trust, and I would imagine that Heritage will require the same. Heritage, we were told, is now saying that the proceeds may have to go to the State under the applicable escheat laws, so Mr. Spallina is telling us that if Heritage accepts a new trust with all potential beneficiaries agreeing to the mechanism, that Heritage may pay the proceeds to this new trust and not to the State. I have been told that the reason the law requires a trust document (and not simply statements from someone who claims they saw the trust) is that it demonstrates Dad's desires, and because Dad had the right to change his mind and thus the beneficiaries under the trust, nothing short of the actual 1995 trust document may be sufficient to Heritage. Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under {Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts. Thus, to the extent it is decided to use a new trust to avoid the escheat laws, the only beneficiaries that may be acceptable to me is the grandchildren. As I stated above, I and my siblings should remain concerned that any estate creditor could challenge the transaction as a fraudulent conveyance. Also, having the 5 children as beneficiaries with each having the right to disclaim in favor of their children (i.e., Dad's grandchildren) is not acceptable for 2 reasons. First, such a scheme is not consistent with Dad's wishes under his will and trust agreement. Whatever Dad may have provided under the 1995 trust is both unknown and not relevant as stated above. The second reason is simple economics. My kids would get a 33% distribution under the proper method, but only 20% under the other scheme.
Regards,

Ted Bernstein - President

Life Insurance Concepts
750 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

EXHIBIT
tabbies
G

BT000052

TS006085

Diane Dustin

From: eservice@myflcourtaccess.com
Sent: Wednesday, February 12, 2014 9:59 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB - Part 1 of 2
Attachments: - Pages 1 to 57.pdf

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Notice of Electronic Filing

The following transaction was entered on 02/12/2014 09:57:56 AM ET.

Court: Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #: 502012CP004391XXXXSB
Case Style: IN RE: Estate of Not Available
Document Title: Response To:

Filer: Peter M. Feaman 561-734-5552

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com
John J. Pankauski	courtfilings@pankauskilawfirm.com	john@pankauskilawfirm.com	
Alan B Rose	arose@pm-law.com	mchandler@pm-law.com	blewter@pm-law.com
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlaw.com	
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.com	pfeaman@feamanlaw.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	

Diane Dustin

From: eservice@myflcourtaccess.com
Sent: Wednesday, February 12, 2014 9:59 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB - Part 2 of 2
Attachments: - Pages 58 to 67.pdf

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The following transaction was entered on 02/12/2014 09:57:56 AM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Response To:
Filer:	Peter M. Feaman 561-734-5552

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com
John J. Pankauski	courtfilings@pankauskilawfirm.com	john@pankauskilawfirm.com	
Alan B Rose	arose@pm-law.com	mchandler@pm-law.com	blewter@pm-law.com
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlaw.com	
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.com	pfeaman@feamanlaw.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Tuesday, January 28, 2014 4:05 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502011CP000653XXXXSB

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Notice of Electronic Filing

The following transaction was entered on 01/28/2014 04:04:54 PM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Fl
Case #:	502011CP000653XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Notice Of Hearing
Filer:	Robert L. Spallina 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
Brandan J. Pratt	bpratt@huthpratt.com	luanne@huthpratt.c
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlam

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Tuesday, January 28, 2014 4:08 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB

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Notice of Electronic Filing

The following transaction was entered on 01/28/2014 04:06:55 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:	Notice Of Hearing
Filer:	Robert L. Spallina 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlam

Kimberly Moran

From: Kimberly Moran

Sent: Tuesday, January 28, 2014 4:10 PM

To: 'tbernstein@lifeinsuranceconcepts.com'; 'psimon@stpcorp.com'; 'jilliantoni@gmail.com'; 'lisa.friedstein@gmail.com'; 'iviewit@iviewit.tv'

Cc: Donald Tescher; Robert Spallina

Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO.: 502012CP004391XXXXSB

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	502012CP004391XXXXSB
Initial Parties	IN RE: ESTATE OF SIMON BERNSTEIN
Document being served:	NOTICE OF HEARING ON PETITION FOR RESIGNATION AND DISCHARGE
Sender's Name	ROBERT L. SPALLINA, ESQ.
Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone No.	561-997-7008

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

Kimberly Moran

From: Kimberly Moran

Sent: Tuesday, January 28, 2014 4:08 PM

To: 'tbernstein@lifeinsuranceconcepts.com'; 'psimon@stpcorp.com'; 'jilliantoni@gmail.com'; 'lisa.friedstein@gmail.com'

Cc: Robert Spallina; Donald Tescher

Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO.: 502011CP000653XXXXSB

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	502011CP000653XXXXSB
Initial Parties	IN RE: ESTATE OF SHIRLEY BERNSTEIN
Document being served:	NOTICE OF HEARING ON MOTION TO WITHDRAW AS COUNSEL
Sender's Name	ROBERT L. SPALLINA, ESQ.
Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone No.	561-997-7008

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

Kimberly Moran

From: Kimberly Moran

Sent: Wednesday, January 22, 2014 2:39 PM

To: 'tbernstein@lifeinsuranceconcepts.com'; 'ARose@pm-law.com'; 'mrmlaw@comcast.net'; 'jilliantoni@gmail.com'; 'psimon@stpcorp.com'; 'lisa.friedstein@gmail.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:	PETITION FOR RESIGNATION AND DISCHARGE
Sender's Name	ROBERT L. SPALLINA, ESQ.
Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone Number:	561-997-7008

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

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Wednesday, January 22, 2014 12:50 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB

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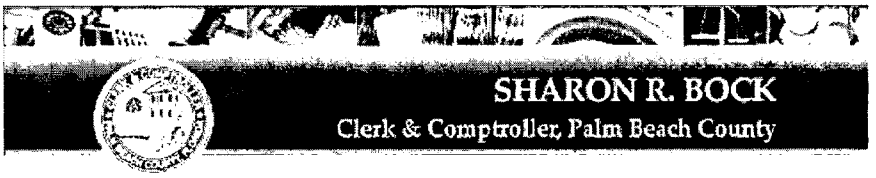
Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Fl
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Petition For Discharge
Filer:	Robert L. Spallina 561-997-7008

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 9416625

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
9416625	502012CP004391XXXXSB	2012CP004391	Validating Filing	Palm Beach	Probate	01/22/2014 12:49:52 PM	
9416358	502012CP004391XXXXSB	2012CP004391	Pending Filing	Palm Beach	Probate	01/22/2014 12:45:28 PM	
9416201	502011CP000653XXXXSB	2011CP000653	Pending Filing	Palm Beach	Probate	01/22/2014 12:42:54 PM	
9414158	502012CA013933XXXXMB	2012CA013933	Validating Filing	Palm Beach	Circuit Civil	01/22/2014 12:12:25 PM	

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Individuals on attached service list

SERVICE LIST

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4855 Technology Way, Suite 720
Boca Raton, Florida 33431

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

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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.

_____/

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. Within ____ business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

SERVICE LIST

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LAW OFFICES
TESCHER & SPALLINA, P.A.

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ROBERT L. SPALLINA
LAUREN A. GALVANI

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FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

February 14, 2014

The Honorable Martin H. Colin
Attn: Sherri, Judicial Assistant
Palm Beach South County Courthouse
200 W. Atlantic Avenue
Delray Beach, FL 33444

VIA HAND DELIVERY

Re: Estate of Shirley Bernstein
Case No. 502011CP000653XXXXSB
and
Estate of Simon Bernstein
Case No. 502012CP004391XXXXSB

Dear Sherri:

In connection with the upcoming hearing scheduled for **Tuesday, February 18, 2014,** (one hour reserved), enclosed please find courtesy copies of the following:

1. Estate of Shirley Bernstein

   a. Notice of Hearing on Motion to Withdraw as Counsel (copy attached)
   b. Proposed Order on Motion to Withdraw as Counsel

2. Estate of Simon Bernstein

   a. Notice of Hearing on Petition for Resignation and Discharge (copy attached)
   b. Proposed Order on Petition for Resignation and Discharge
   c. Notice of Hearing on Motion to Withdraw as Counsel (copy attached)
   d. Proposed Order on Motion to Withdraw as Counsel

Sincerely,

DONALD R. TESCHER

DRT/dd
Enclosures
cc: See attached service list

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Arlington, VA 22201

Eric Bernstein
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Delray Beach, FL 33445

Michael Bernstein
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Delray Beach, FL 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, FL 33445

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745

Daniel Bernstein, a minor
c/o Eliot and Candice Bernstein,
his parents and natural guardians
2753 NW 34th Street
Boca Raton, Florida 33434

Jacob Bernstein, a minor
c/o Eliot and Candice Bernstein,
his parents and natural guardians
2753 NW 34th Street
Boca Raton, Florida 33434

Joshua Bernstein, a minor
c/o Eliot and Candice Bernstein,
his parents and natural guardians
2753 NW 34th Street
Boca Raton, Florida 33434

Julia Iantoni, a minor
c/o Guy and Jill Iantoni
2101 Magnolia Lane
Highland Park, Illinois 60035

Max Friedstein, a minor
c/o Jeffrey and Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, Illinois 60035

Carley Friedstein, a minor
c/o Jeffrey and Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, Illinois 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF SHIRLEY BERNSTEIN,

Deceased.

File 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 and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER: MOTION TO WITHDRAW AS COUNSEL (copy attached)

FILED BY: Robert L. Spallina, Esq.

DATE AND TIME: February 18, 2014 @ 1:30 p.m.

JUDGE: Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Respectfully Submitted,

ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308
Primary: rspallina@tescherspallina.com
Secondary: dtescher@tescherspallina.com

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of the foregoing has been furnished via email and by U.S. Mail, as noted, to all parties on the following Service List, this 24 day of January, 2014.

ROBERT L. SPALLINA, ESQ.

Case No.: 502011CP000653XXXXSB

SERVICE LIST

NAME	EMAIL	ADDRESS
Ted S. Bernstein	tbernstein@lifeinsuranceconcepts.com	880 Berkeley Street Boca Raton, FL 33487
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Lisa S. Friedstein	lisa@friedsteins.com	2142 Churchill Lane Highland Park, IL 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

MOTION TO WITHDRAW AS COUNSEL

COME NOW, Robert L. Spallina, Esq., and Tescher & Spallina, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration, hereby file this Motion to Withdraw as Counsel and, in support thereof, state as follows:

1. TESCHER & SPALLINA, P.A. was retained by Ted S. Bernstein as successor Personal Representative (hereinafter, the "Client") to represent him in these proceedings.

2. ROBERT L. SPALLINA, ESQ. of TESCHER & SPALLINA, P.A. was the attorney responsible for rendering services to the Client.

3. Irreconcilable differences have arisen which prevent the continued representation of the Client.

4. The mailing address, e-mail address and telephone number of the Client are as follows:

Mailing Address:	950 Peninsula Corporate Circle, Suite 3010
	Boca Raton, Florida 33487
E-Mail Address:	tbernstein@lifeinsuranceconcepts.com
Telephone Number:	(561) 988-8994

WHEREFORE, TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ., hereby respectfully request that this Honorable Court enter an Order consistent with the relief requested herein allowing TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ.

to withdraw and any other relief this Honorable Court deems just, equitable and proper.

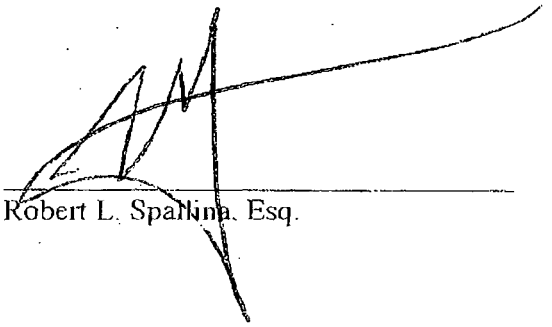
Signed on 27 Jan, 2014.

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 9th day of January, 2014.



Robert L. Spallina, Esq.

SERVICE LIST

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Boca Raton, Florida 33487

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Fort Lauderdale, Florida 33308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative. Ted S. Bernstein. and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Individuals on attached service list

SERVICE LIST

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF SIMON BERNSTEIN,

Deceased.

File No. 502012CP004391XXXXSB

Division: COLIN

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER: PETITION FOR RESIGNATION AND DISCHARGE (copy attached)

FILED BY: Robert L. Spallina, Esq.

DATE AND TIME: February 18, 2014 @ 1:30 p.m.

JUDGE: Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Respectfully Submitted,

ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381
Tescher & Spallina, P.A.
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Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308
Primary: rspallina@tescherspallina.com
Secondary: dtescher@tescherspallina.com

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of the foregoing has been furnished via email and by U.S. Mail, as noted, to all parties on the following Service List, this 31st day of January, 2014.

ROBERT L. SPALLINA, ESQ.

Case No.: 502012CP004391XXXXSB IY

SERVICE LIST

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Eliot Bernstein	iviewit@iviewit.tv	2753 NW 34th St. Boca Raton, FL 33434
Jill Iantoni	jilliantoni@gmail.com	2101 Magnolia Lane Highland Park, IL 60035
Lisa S. Friedstein	lisa@friedsteins.com	2142 Churchill Lane Highland Park, IL 60035

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.	

PETITION FOR RESIGNATION AND DISCHARGE

Petitioners, Donald R. Tescher and Robert L. Spallina, as co-Personal Representatives of the Estate of Simon L. Bernstein, hereby file their Petition for Resignation and Discharge and state:

1. Donald R. Tescher and Robert L. Spallina are the named co-Personal Representatives under the Last Will and Testament of Simon L. Bernstein admitted to probate on October 2, 2012, with Letters of Administration issued on that same day.

2. As a result of irreconcilable differences with the children and grandchildren of Simon L. Bernstein, it is necessary for the Petitioners to resign, and the Petitioners hereby seek leave to resign pursuant to § 733.502 of the Florida Statutes. The family members have indicated that they are amenable to this voluntary resignation of the co-Personal Representatives.

3. The interests of the estate will not be jeopardized by the resignation of the co - Personal Representatives.

4. The Petitioners will co-operate with the duly appointed successor Personal Representative or court-appointed curator pending appointment of a successor Personal Representative pursuant to § 733.5061 of the Florida Statutes and will immediately make available all relevant documents and materials, subject to retaining such access as necessary to permit the Petitioners to fulfill their accounting obligations under § 733.5061 and § 733.508 of the Florida Statutes.

5. Upon rendering a final accounting and fulfilling their obligations and responsibilities outlined in § 733.502, § 733.5035, § 733.5036, § 733.508, and § 733.509 of the Florida statutes, as well as related Probate Rules, the Petitioners request that this Court discharge the Petitioners as co-Personal Representatives.

WHEREFORE, Petitions request this court issue an Order accepting their resignation as co-Personal Representatives and revoking their Letters of Administration pursuant to § 733.502 of the Florida Statutes, reserving any and all issues as to discharge pending the rendering of their final accounting and the fulfillment of such other responsibilities outlined herein pursuant to the Florida Statutes.

DATED this 22 day of January, 2014.

Respectfully Submitted,
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

_____
ROBERT L. SPALLINA, Petitioner

_____
DONALD R. TESCHER, Petitioner

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 15 day of January, 2014.

Robert L. Spallina, Esq.

SERVICE LIST

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Fort Lauderdale, Florida 33308

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.

/

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. Within ____ business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

TS006119

SERVICE LIST

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Alan B. Rose, Esq. (E-mail)
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505 S Flagler Dr Ste 600
West Palm Beach, Florida 33401

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

Deceased.

_____/

PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

ELIOT IVAN BERNSTEIN, PRO SE

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.

_____/

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER: MOTION TO WITHDRAW AS COUNSEL (copy attached)

FILED BY: Robert L. Spallina, Esq.

DATE AND TIME: February 18, 2014 @ 1:30 p.m.

JUDGE: Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail and U.S. Mail this 11 day of February 2014, to the following parties:

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Eliot Bernstein
2753 NW 34th Street
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West Palm Beach, Florida 33401
arose@pm-law.com

Respectfully Submitted,
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
dtescher@tescherspallina.com
ddustin@tescherspallina.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

Deceased.
_____/

PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

ELIOT IVAN BERNSTEIN, PRO SE

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.
_____/

MOTION TO WITHDRAW AS COUNSEL

COME NOW, Robert L. Spallina, Esq., and Tescher & Spallina, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration, hereby file this Motion to Withdraw as Counsel and, in support thereof, state as follows:

1. Tescher & Spallina, P.A., was retained by Robert L. Spallina and Donald R. Tescher as co-Personal Representatives (hereinafter, the "Client") to represent them in these proceedings.

2. Irreconcilable differences have arisen which prevent the continued representation of the Estate and the Bernstein family.

TS006123

4. The mailing address, e-mail address and telephone number of the Client are as follows:

Mailing Address:	4855 Technology Way, Suite 720 Boca Raton, Florida 33431
E-Mail Address:	Robert L. Spallina – rspallina@tescherspallina.com Donald R. Tescher – dtescher@tescherspallina.com
Telephone Number:	(561) 997-7008

WHEREFORE, Tescher & Spallina, P.A., Robert L. Spallina, Esq., and Donald R. Tescher, Esq., hereby respectfully request that this Honorable Court enter an Order consistent with the relief requested herein allowing TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ. to withdraw and any other relief this Honorable Court deems just, equitable and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail and U.S. Mail to the designated parties on the attached Service List, this 11 day of February 2014.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
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arose@pm-law.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

SERVICE LIST

Theodore Stuart Bernstein
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arose@pm-law.com

SHIRLEY BERNSTEIN
Motion to Withdraw

TS006128

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative. Ted S. Bernstein. and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Individuals on attached service list

SERVICE LIST

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4855 Technology Way, Suite 720
Boca Raton, Florida 33431

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative. Ted S. Bernstein. and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby

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DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

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Circuit Judge

cc: Individuals on attached service list

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Boca Raton, Florida 33431

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

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DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

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Circuit Judge

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

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DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

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Circuit Judge

cc: Individuals on attached service list

SERVICE LIST

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4855 Technology Way, Suite 720
Boca Raton, Florida 33431

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

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DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Individuals on attached service list

SERVICE LIST

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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.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative. Ted S. Bernstein. and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby

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DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Individuals on attached service list

SERVICE LIST

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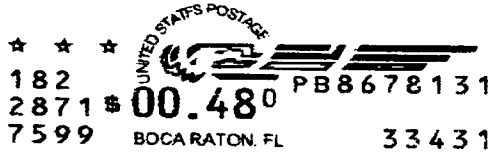
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Boca Raton, Florida 33431

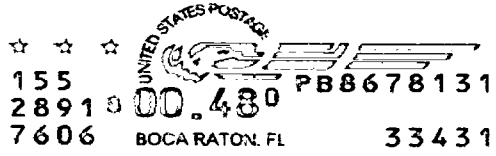


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TS006141



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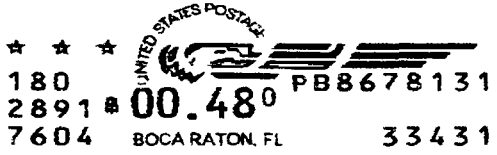
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TS006145



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TS006146



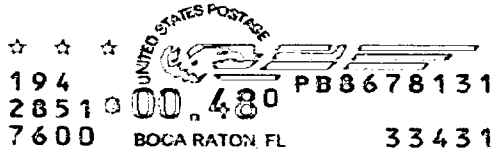
Mark R. Manceri, Esq.
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2929 East Commercial Boulevard, Ste. 702
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TS006147



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4855 Technology Way, Ste. 750
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TS006148



Donald R. Tescher, Esq.
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TS006149

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF SHIRLEY BERNSTEIN,

Deceased.

File 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 and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER: MOTION TO WITHDRAW AS COUNSEL (copy attached)

FILED BY: Robert L. Spallina, Esq.

DATE AND TIME: February 18, 2014 @ 1:30 p.m.

JUDGE: Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Respectfully Submitted,

ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308
Primary: rspallina@tescherspallina.com
Secondary: dtescher@tescherspallina.com

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of the foregoing has been furnished via email and by U.S. Mail, as noted, to all parties on the following Service List, this 28 day of January, 2014.

ROBERT L. SPALLINA, ESQ.

Case No.: 502011CP000653XXXXSB

SERVICE LIST

NAME	EMAIL	ADDRESS
Ted S. Bernstein	tbernstein@lifeinsuranceconcepts.com	880 Berkeley Street Boca Raton, FL 33487
Pamela B. Simon	psimon@stpcorp.com	950 North Michigan Avenue, Suite 2603 Chicago, IL 60606
Eliot Bernstein	iviewit@iviewit.tv	2753 NW 34th St. Boca Raton, FL 33434
Jill Iantoni	jilliantoni@gmail.com	2101 Magnolia Lane Highland Park, IL 60035
Lisa S. Friedstein	lisa@friedsteins.com	2142 Churchill Lane Highland Park, IL 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

MOTION TO WITHDRAW AS COUNSEL

COME NOW, Robert L. Spallina, Esq., and Tescher & Spallina, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration, hereby file this Motion to Withdraw as Counsel and, in support thereof, state as follows:

1. TESCHER & SPALLINA, P.A. was retained by Ted S. Bernstein as successor Personal Representative (hereinafter, the "Client") to represent him in these proceedings.

2. ROBERT L. SPALLINA, ESQ. of TESCHER & SPALLINA, P.A. was the attorney responsible for rendering services to the Client.

3. Irreconcilable differences have arisen which prevent the continued representation of the Client.

4. The mailing address, e-mail address and telephone number of the Client are as follows:

Mailing Address:	950 Peninsula Corporate Circle, Suite 3010 Boca Raton, Florida 33487
E-Mail Address:	tbernstein@lifeinsuranceconcepts.com
Telephone Number:	(561) 988-8994

WHEREFORE, TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ., hereby respectfully request that this Honorable Court enter an Order consistent with the relief requested herein allowing TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ.

to withdraw and any other relief this Honorable Court deems just, equitable and proper.

Signed on 22 Jan, 2014.

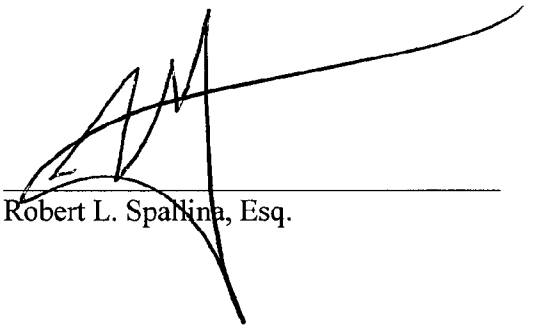
TESCHER & SPALLINA, P.A.

By: _____

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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 22 day of January, 2014.



Robert L. Spallina, Esq.

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
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Boca Raton, Florida 33487

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Mark R. Manceri, Esq. (E-mail)
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2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, Florida 33308

Simon Bernstein
Motion to withdraw
as counsel

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys ~~for Ted S. Bernstein~~ FOR THEMSELVES AS ATTORNEYS FOR ROBERT SPALLINA

DONE AND ORDERED on 2/14, 2014, in Delray Beach, Florida. DONALD TESCHER AS CO-PERSONAL REPRESENTATIVE

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

SERVICE LIST

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF SIMON BERNSTEIN,

Deceased.

File No. 502012CP004391XXXXSB

Division: COLIN

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER: PETITION FOR RESIGNATION AND DISCHARGE (copy attached)

FILED BY: Robert L. Spallina, Esq.

DATE AND TIME: February 18, 2014 @ 1:30 p.m.

JUDGE: Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Respectfully Submitted,

ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308
Primary: rspallina@tescherspallina.com
Secondary: dtescher@tescherspallina.com

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of the foregoing has been furnished via email and by U.S. Mail, as noted, to all parties on the following Service List, this 29 day of January, 2014.

ROBERT L. SPALLINA, ESQ.

Case No.: 502012CP004391XXXXSB IY

SERVICE LIST

NAME	EMAIL	ADDRESS
Ted S. Bernstein	tbernstein@lifeinsuranceconcepts.com	880 Berkeley Street Boca Raton, FL 33487
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Lisa S. Friedstein	lisa@friedsteins.com	2142 Churchill Lane Highland Park, IL 60035

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.

_____/

PETITION FOR RESIGNATION AND DISCHARGE

Petitioners, Donald R. Tescher and Robert L. Spallina, as co-Personal Representatives of the Estate of Simon L. Bernstein, hereby file their Petition for Resignation and Discharge and state:

1. Donald R. Tescher and Robert L. Spallina are the named co-Personal Representatives under the Last Will and Testament of Simon L. Bernstein admitted to probate on October 2, 2012, with Letters of Administration issued on that same day.

2. As a result of irreconcilable differences with the children and grandchildren of Simon L. Bernstein, it is necessary for the Petitioners to resign, and the Petitioners hereby seek leave to resign pursuant to § 733.502 of the Florida Statutes. The family members have indicated that they are amenable to this voluntary resignation of the co-Personal Representatives.

3. The interests of the estate will not be jeopardized by the resignation of the co - Personal Representatives.

4. The Petitioners will co-operate with the duly appointed successor Personal Representative or court-appointed curator pending appointment of a successor Personal Representative pursuant to § 733.5061 of the Florida Statutes and will immediately make available all relevant documents and materials, subject to retaining such access as necessary to permit the Petitioners to fulfill their accounting obligations under § 733.5061 and § 733.508 of the Florida Statutes.

5. Upon rendering a final accounting and fulfilling their obligations and responsibilities outlined in § 733.502, § 733.5035, § 733.5036, § 733.508, and § 733.509 of the Florida statutes, as well as related Probate Rules, the Petitioners request that this Court discharge the Petitioners as co-Personal Representatives.

WHEREFORE, Petitions request this court issue an Order accepting their resignation as co-Personal Representatives and revoking their Letters of Administration pursuant to § 733.502 of the Florida Statutes, reserving any and all issues as to discharge pending the rendering of their final accounting and the fulfillment of such other responsibilities outlined herein pursuant to the Florida Statutes.

DATED this 22 day of January, 2014.

Respectfully Submitted,
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

_____
ROBERT L. SPALLINA, Petitioner

_____
DONALD R.TESCHER, Petitioner

TS006161

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 15th day of January, 2014.

Robert L. Spallina, Esq.

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Fort Lauderdale, Florida 33308

Filing # 10379131 Electronically Filed 02/18/2014 10:37:51 AM

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF

SIMON BERNSTEIN,

Deceased.

_____/

PROBATE DIVISION

File No. 502012CP004391XXXXSB

Division: COLIN

NOTICE OF LIMITED APPEARANCE

Pursuant to Rule 5.030, Florida Probate Rules, Irwin J. Block of the Law Office of Irwin J. Block PLLC hereby enters his limited appearance on behalf of Donald R. Tescher for the sole purpose of representing Mr. Tescher in connection with his Petition for Designation and Discharge as Co-Personal Representative of the Estate of Simon L. Bernstein, deceased.

Respectfully submitted,

Irwin J. Block
Florida Bar No. 006836
700 South Federal Highway, Suite 200
Boca Raton, Florida 33432
Telephone: 561-910-3071
Facsimile: 561-910-3080
Email: ijb@ijblegal.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy hereof has been furnished by email to the parties on the attached Service List.

SERVICE LIST

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Robert L. Spallina, Esq.	rspallina@tescherspallina.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for ~~successor~~ as Donald and Robert L. Spallina Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

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ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

SERVICE LIST

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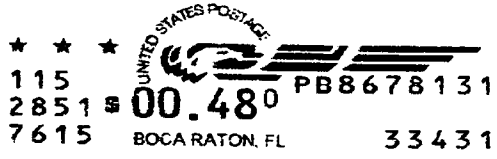
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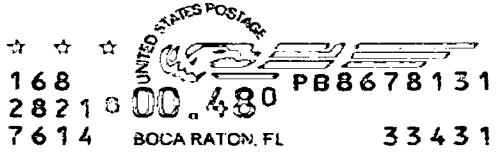
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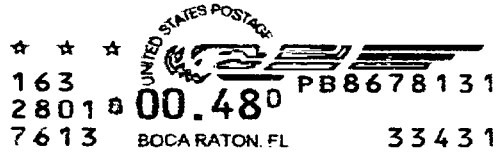
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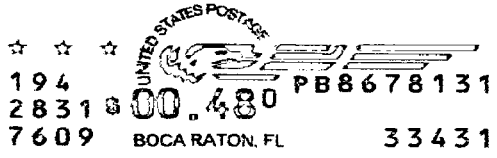
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TS006177



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Donald R. Tescher, Esq.
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TS006180

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

Deceased.

_____/

PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

ELIOT IVAN BERNSTEIN, PRO SE

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.

_____/

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER:	MOTION TO WITHDRAW AS COUNSEL (copy attached)
FILED BY:	Robert L. Spallina, Esq.
DATE AND TIME:	February 18, 2014 @ 1:30 p.m.
JUDGE:	Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail and U.S. Mail this 11 day of February 2014, to the following parties:

Theodore Stuart Bernstein
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West Palm Beach, Florida 33401
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Respectfully Submitted,
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
dtescher@tescherspallina.com
ddustin@tescherspallina.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

Deceased.
_____/

PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

ELIOT IVAN BERNSTEIN, PRO SE

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.
_____/

MOTION TO WITHDRAW AS COUNSEL

COME NOW, Robert L. Spallina, Esq., and Tescher & Spallina, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration, hereby file this Motion to Withdraw as Counsel and, in support thereof, state as follows:

1. Tescher & Spallina, P.A., was retained by Robert L. Spallina and Donald R. Tescher as co-Personal Representatives (hereinafter, the "Client") to represent them in these proceedings.

2. Irreconcilable differences have arisen which prevent the continued representation of the Estate and the Bernstein family.

4. The mailing address, e-mail address and telephone number of the Client are as follows:

Mailing Address: 4855 Technology Way, Suite 720
Boca Raton, Florida 33431

E-Mail Address: Robert L. Spallina – rspallina@tescherspallina.com
Donald R. Tescher – dtescher@tescherspallina.com

Telephone Number: (561) 997-7008

WHEREFORE, Tescher & Spallina, P.A., Robert L. Spallina, Esq., and Donald R. Tescher, Esq., hereby respectfully request that this Honorable Court enter an Order consistent with the relief requested herein allowing TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ. to withdraw and any other relief this Honorable Court deems just, equitable and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail and U.S. Mail to the designated parties on the attached Service List, this 11 day of February 2014.

Respectfully Submitted,

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
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ddustin@tescherspallina.com

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Alan B. Rose, Esq.
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West Palm Beach, Florida 33401
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Simon Bernstein Estate
Petition Re. Removal

TS006186

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.

/

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. ~~Within [redacted] days from the later of the date of this order or the appointment of a successor fiduciary,~~ BY MARCH 4, 2014 the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this 18 day of Feb, 2014.

_____
Circuit Judge

cc: Parties on attached service list

TS006188

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
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Boca Raton, Florida 33487

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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.

_____/

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. Within 15 MARCH 4, 2014 business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

the Court reserves jurisdiction to enforce this Order

6. ~~The successor Personal Representative or Curator is~~ authorized to pay a $_____ ~~retainer to the accountant~~ whom the Successor Personal Representative ~~or Curator~~ selects to provided the accounting ~~which this Order requires. The accountant's hourly rate~~ and compensation ~~shall be subject to court approval.~~

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

TS006191

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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.

_____/

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This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. Within ____ business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

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5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

TS006194

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO. 502012CP004391XXXXSB**

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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.

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1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. Within ____ business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

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5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

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IN RE: ESTATE OF SIMON L. BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO. 502012CP004391XXXXSB**

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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.

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DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

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Circuit Judge

cc: Parties on attached service list

TS006200

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Deceased.

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ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

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PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

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