

## **RECEIPT, RELEASE, AND REFUNDING AGREEMENT**

WHEREAS, Simon Bernstein, as Grantor, established a certain Trust for the benefit of his grandchild, \_\_\_\_\_ (the "Beneficiary") under an agreement dated September 7, 2006, (the Trust and the Trust Agreement collectively referred to hereinafter as the "Trust"); and

WHEREAS, pursuant to the Trust, Oppenheimer Trust Company (the "Trustee"), a limited purpose trust company, organized under the laws of the State of New Jersey, was appointed Trustee of the Trust, is the Trustee; and

WHEREAS, the Trustee has provided the Beneficiary with monthly statements for the Account and the Parties have received said statements; and

WHEREAS, the Trustee has provided the Beneficiary with a statement of Principal received in and paid out of the Account, income earned during the Trustee's term and expenses paid and said statement is attached hereto and incorporated herein; and

WHEREAS, the Parties now desire to settle the Trustee's account of proceedings of the Trust based on the above-described information with this Receipt, Release and Refunding Agreement, to avoid the delay and expense of a judicial accounting; and

WHEREAS, the Trustee has been asked and now intends to deliver the assets to the Successor Trustee, JP Morgan Chase; and

WHEREAS, the Beneficiary has been advised by Trustee to consult with an attorney and have consulted with an attorney or chosen not to do so; and

WHEREAS, the Beneficiary thus voluntarily waives the necessity of a formal judicial accounting; and

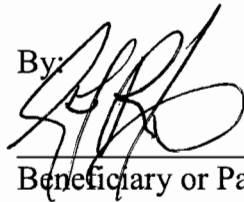
NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the Beneficiary and the Trustee to waive a judicial settlement of the account of proceedings and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

- (1) The Beneficiary, heirs, legal representatives, Executors, Administrators, successors and assigns, releases, remises and forever discharges the Trustee, individually and as Trustee of the Trust, of and from any claims, demands or liabilities whatsoever that the Parties have or might have, or which their successors now have or might have, by reason of the acts and proceedings of the Trustee as set forth herein and in the attached statement.

- (2) In consideration of the payments and distributions made to the Beneficiary by the Trustee, the Beneficiary and Successor Trustee, JP Morgan Chase, agree that if at any time hereafter it appears that there may be any claims for estate, gift, income or other taxes of any kind, administration expenses, or other lawful claims by whomsoever asserted, which may be or become payable by the Trust or for which the Trust or the Trustee may be liable in law or equity, each of the undersigned Parties will repay and refund to the Trustee upon demand from him, out of the aforementioned property distribution to such Party, or out of the proceeds of the investment or reinvestment thereof, his or her proportionate share of the amount of the aggregate of all such taxes, administration expenses, and other lawful claims.

IN WITNESS WHEREOF, the parties hereto have executed this Receipt, Release and Refunding Agreement as of the date appearing next to their name.

By:



Beneficiary or Parent

Dated:

9/6/11

Name:

Notary:

JP Morgan Chase

Dated:

Name:

Title:

Date:

Notary:

**Simon Bernstein Trust Under Agreement dated \_\_\_\_\_**

**fbo \_\_\_\_\_**

**Removal of Trustee  
Appointment of Successor Trustee  
Acceptance of Appointment**

WHEREAS, Simon Bernstein did, as Settlor, create the Trust for the benefit of his grandchild, as Beneficiary and;


WHEREAS, Oppenheimer Trust Company is the Trustee of the Trust; and

WHEREAS, Simon Bernstein, as Grantor, wishes that JP Morgan Chase become the Successor Trustee to Oppenheimer Trust Company; and

WHEREAS, Under Section 5.3 of the Trust, the Beneficiary of each Trust may name a Successor Trustee; and

THEREFORE: As Beneficiary who is not a minor,  
\_\_\_\_\_ hereby Removes  
Oppenheimer Trust Company as Trustee and Appoints JP  
Morgan Chase to serve as Successor Trustee to Oppenheimer  
Trust Company; and

THEREFORE: JP Morgan Chase hereby Accepts its Appointment as  
Successor Trustee to Oppenheimer Trust Company

  
\_\_\_\_\_  
Beneficiary

Name:

Date:

Notary:

By: JP Morgan Chase

Name:

Title:

Date:

Notary:

**Simon Bernstein Trust Under Agreement dated \_\_\_\_\_  
fbo \_\_\_\_\_**

**Removal of Trustee  
Appointment of Successor Trustee  
Acceptance of Appointment**

WHEREAS, Simon Bernstein did, as Settlor, create the Trust for the benefit of his grandchild, as Beneficiary and;

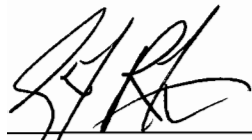
WHEREAS, Oppenheimer Trust Company is the Trustee of the Trust; and

WHEREAS, Simon Bernstein, as Grantor, wishes that JP Morgan Chase become the Successor Trustee to Oppenheimer Trust Company; and

WHEREAS, Under Section 5.3 of the Trust, a Parent of a Beneficiary of each Trust may name a Successor Trustee; and

THEREFORE: \_\_\_\_\_, as Parent, of the Beneficiary, \_\_\_\_\_ who is a minor, hereby Removes Oppenheimer Trust Company as Trustee and Appoints JP Morgan Chase to serve as Successor Trustee to Oppenheimer Trust Company; and

THEREFORE: JP Morgan Chase hereby Accepts its Appointment as Successor Trustee to Oppenheimer Trust Company



\_\_\_\_\_  
Parent

Name:

Date:

Notary:

\_\_\_\_\_  
By: JP Morgan Chase

Name:

Title:

Date:

Notary: