

5812892986 (Dinner)  
 312 804 2818 (Tina)  
 877 877 4621 (Lisa)

Heritage Union Life Insurance Company  
 1275 Sandusky Rd Jacksonville, IL 62650-2030  
 Illustration based on current interest rate of 4.50%

NAME:	SIMON BERNSTEIN	TODAY'S DATE	06/15/12
POLICY NUMBER:	1009208	OPTION:	Including Cash Value
ISSUE STATUS:	47 Male NonSmoker	MODAL PREMIUM:	\$27,238.00
ISSUE DATE:	December 27, 1982		Quarterly
FACE AMOUNT:	\$1,689,070.00	BEGINNING ACCT VALUE:	\$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	142,235.30	73,436.63	11,824.78	1,689,070	61,611.85
31	12/27/13	78	108,952.00	73,810.76	8,810.26	1,689,070	65,000.50
32	12/27/14	79	108,952.00	64,248.27	0.00	0.00	68,575.53

This is an illustration, not a contract.

The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.

This is not likely to occur, and actual results may be more or less favorable than those shown.

**Heritage Union Life Insurance Company**  
**1275 Sandusky Rd Jacksonville, IL 62650-2030**  
Illustration based on current interest rate of 4.50%

NAME:	SIMON BERNSTEIN	TODAY'S DATE	06/15/12
POLICY NUMBER:	1009208	OPTION:	Including Cash Value
ISSUE STATUS:	47 Male NonSmoker	MODAL PREMIUM:	\$43,372.00
ISSUE DATE:	December 27, 1982		Quarterly
FACE AMOUNT:	\$1,689,070.00	BEGINNING ACCT VALUE:	\$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	174,503.30	102,477.46	40,865.61	1,689,070	61,611.85
31	12/27/13	78	173,488.00	165,847.30	100,846.80	1,689,070	65,000.50
32	12/27/14	79	173,488.00	227,104.25	158,528.72	1,689,070	68,575.53
33	12/27/15	80	173,488.00	286,167.47	213,820.29	1,689,070	72,347.18
34	12/27/16	81	173,488.00	343,201.32	266,875.04	1,689,070	76,326.28
35	12/27/17	82	173,488.00	398,567.96	318,043.74	1,689,070	80,524.22
36	12/27/18	83	173,488.00	452,043.80	367,090.75	1,689,070	84,953.06
37	12/27/19	84	173,488.00	503,502.23	413,876.75	1,689,070	89,625.47
38	12/27/20	85	173,488.00	552,081.80	457,526.92	1,689,070	94,554.88
39	12/27/21	86	173,488.00	597,102.31	497,346.92	1,689,070	99,755.39
40	12/27/22	87	173,488.00	637,705.64	532,463.70	1,689,070	105,241.94
41	12/27/23	88	173,488.00	672,791.32	561,761.08	1,689,070	111,030.25
42	12/27/24	89	173,488.00	701,141.93	584,005.02	1,689,070	117,136.91
43	12/27/25	90	173,488.00	723,858.74	600,279.30	1,689,070	123,579.44
44	12/27/26	91	173,488.00	742,908.10	612,531.79	1,689,070	130,376.31
45	12/27/27	92	173,488.00	759,584.94	622,037.93	1,689,070	137,547.01
46	12/27/28	93	173,488.00	773,440.57	628,328.48	1,689,070	145,112.09
47	12/27/29	94	173,488.00	779,190.20	626,096.95	1,689,070	153,093.26
48	12/27/30	95	173,488.00	768,250.85	606,737.46	1,689,070	161,513.39
49	12/27/31	96	173,488.00	734,412.66	564,016.04	1,689,070	170,396.62
50	12/27/32	97	173,488.00	676,439.95	496,671.51	1,689,070	179,768.44
51	12/27/33	98	173,488.00	582,761.55	393,105.85	1,689,070	189,655.70
52	12/27/34	99	173,488.00	436,938.93	236,852.16	1,689,070	200,086.76
53	12/27/35	100	173,488.00	213,270.09	2,178.56	1,689,070	211,091.54

This is an illustration, not a contract.

The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.

This is not likely to occur, and actual results may be more or less favorable than those shown.

**Heritage Union Life Insurance Company**  
PO Box 1147, Jacksonville, IL 62651-1147  
Phone 800-825-0003 Fax 803-333-7842 / 4924  
Visit us at [www.insurance-servicing.com](http://www.insurance-servicing.com) C19745

May 10, 2012

SIMON BERNSTEIN  
C/O DIANA  
FAX # 561-~~0833~~  
083-~~11~~

Insured Name: SIMON C/O DIANA BERNSTEIN  
Policy Number: 1009208  
Correspondence Number: 09652475

Dear SIMON BERNSTEIN:

Thank you for contacting Heritage Union Life Insurance Company.

Enclosed are copies of all of the forms and letters concerning the beneficiaries and owner of the policy. We do not have any copy of the trust documents on file.

If you have any questions, please call the Client Service Center at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Client Services

Enclosure(s): Word Form





## National Service Association

600 WEST JACKSON BLD. - SUITE 800 - CHICAGO, IL 60661 - (312) 703-0537

April 20, 1992

Sheldon Simon  
S&S Bag & Burlap Company  
1024 West Kinzie  
Chicago, IL 60622

Dear Mr. Simon:

Please sign below to formally remove First of America Trust Company as Trustee and to approve LaSalle National Bank as Successor Trustee.

Please fax immediately to: Sandy Kapsa  
National Service Association  
600 W. Jackson Boulevard, Suite 800  
Chicago, IL 60661

Ms. Marcia Mueller  
First of America Trust Company  
126 W. State St., P.O. Box 1628  
Rockford, IL 61110-0128

Re: S&S Bag & Burlap Company

Dear Ms. Mueller:

This serves as notification to remove First of America Trust Company as our Trustee. The LaSalle National Bank is the Successor Trustee. Please release our complete file and assets to:

LaSalle National Trust, N.A.  
135 S. LaSalle Street  
4th Floor  
Chicago, IL 60603  
Attention: Mr. William Kursar

Sincerely,

Title:

S&amp;S Bag &amp; Burlap Company



National Service Association

600 WEST JACKSON BLVD. • SUITE 600 • CHICAGO, IL 60606 (312) 993-0537  
*60606*

June 5, 1992

Terri Holfert  
Capitol Bankers Life  
205 E. Wisconsin Avenue  
P.O. Box 2016  
Milwaukee, WI 53201

Re: Change of Trustees  
Simon Bernstein #1009208

Dear Terri:

Enclosed are copies of the removal of First of America Trust Company as trustee, and the appointing of the LaSalle National Trust, N.A. as Successor Trustee for Simon Bernstein/S.B. Lexington, Inc. policy at Capitol Bankers Life Insurance Company.

Please change all records to show LaSalle National Trust, N.A. as Trustee for the above policy.

I have also enclosed a letter from LaSalle National Trust, N.A. accepting the above cases.

If you need any additional information, please let me know.

Sincerely yours,

Sandy Kapsa

Enclosure(s)

JUN 09 1992

Capital Bankers Life

April 3, 1998

Capital Bankers Life Insurance Company™  
Box 19191  
Greenwich, SC 29602-9191  
800-825-0003  
FAX 864-609-4565

SIMON BERNSTEIN  
7020 LIONS HEAD  
BOCA RATON, FL 33496

RE: SIMON BERNSTEIN  
Policy #1009208

Dear SIMON BERNSTEIN

The executed ownership change for the above mentioned policy  
is as follows:

SIMON BERNSTEIN  
7020 LIONS HEAD  
BOCA RATON, FL 33496

Capitol Bankers Life Insurance Company is happy to be of service  
to you. If we can be of any further assistance, please feel free  
to contact our office at 1-800-825-0003.

Sincerely,  
Capitol Bankers Life Insurance Company

DONNA HADLEY  
Policyowner Service Department

cc: CAPITOL BANKERS LIFE INSURANCE Agent #0000735

43/30/98 11:22 312 819 0780  
MAR 27 '98 81:06PM LIBERTY INSURANCE SERVICES

SIP ENTERPRISES

P.2

## Capitol Bankers Life

Capitol Bankers Life Insurance Company  
Box 10191  
Greenville, South Carolina 29603-0191  
601-262-2142 & 601-262-0200 & FAX 601-262-4225

## REQUEST LETTER

Use this form to change address, premium mode, name, beneficiary, or owner; request duplicate policy, surrender, or non-forfeiture option; effect release of insurance.

## Instructions

- a. A separate request form must be completed for each policy.
- b. Please print or type all information except signatures.
- c. If applicable, the term "Owner" also means "Insured," and the term "Policy" also means "Insurance."

## Required Signatures

- a. Owner must sign ALL requests.
- b. If policy is exclusively owned, Insured must sign if request number 8 is made.
- c. If beneficiary was designated without right of nomination, beneficiary must sign if request number 8 or 9 is made.
- d. If owner resides in a community property state, the spouse of the owner must sign if request number 4 is made.
- e. If owner is a partnership, both partners must sign if request number 6 or 8 is made.
- f. If owner is a corporation, only an authorized officer other than the insured may sign. A resolution of authorizing by the corporation board of directors must be attached to this form if request number 6 or 8 is made.
- g. "Witness Signature" and "Additional Required Signature" apply to any and all requests within this form.

Insured Simon Bernstein / S. B. Lexington Policy Number 1009208  
 Owner LaSalle National Trust Telephone Number of Owner (312) 904-2486  
 Mailing Address of Owner 135 South LaSalle Street Chicago IL 60674

1.  **ADDRESS CHANGE (Owner Only)**. The "Mailing Address of Owner" indicated above is a change of address. Change policy records and send all future correspondence and notices to the new address.
2.  **ADDRESS CHANGE (Other than Owner)**.  
 For:  Insured  Assignee  Payee (Billing Address)  Other \_\_\_\_\_  
 New Address: \_\_\_\_\_
3.  **MODE OF PREMIUM PAYMENT CHANGE**  
 Change Mode to:  Annual  Semi-Annual  Quarterly  Pre-Authorized Check (attach complete authorization form and valid check)  
 NOTE: One of the premium due dates of the new mode must be a policy anniversary.
4.  **BENEFICIARY CHANGE**  
 I hereby revoke all previous beneficiary designations and settlement options for the above policy. The beneficiary shall be as shown below. The rights of the beneficiary will be subject to the rights of any assignee of record.

**FULL NAME OF BENEFICIARY** **RELATIONSHIP** **% OF PROCEEDS**

**PRIMARY** \_\_\_\_\_

**CONTINGENT** \_\_\_\_\_

Note: If beneficiary is being changed to a trust, give date of Trust Agreement: \_\_\_\_\_

5.  **NAME CHANGE FORM**  Insured  Owner  
 From \_\_\_\_\_ to \_\_\_\_\_

Reason for change:  Marriage  Divorce  Other: \_\_\_\_\_

(If the person whose name is to be changed is the policyowner, both the old and the new name must be signed at the bottom of this form on the line "Owner's Signature.")

6.  **OWNERSHIP CHANGE-ABSOLUTE ASSIGNMENT**.  
 For the value received, I hereby give all benefits, rights, and privileges incident to ownership of the above policy to:  
 New Owner: Simon Lexington Soc. Sec./Tax I.D. No. 054-54-1234  
 Mailing Address: 7020 Lons Head City Palatine Zip 60067

If ownership is being transferred to a trust, give date of Trust Agreement: \_\_\_\_\_

2000-00  
AMF

NO. 598 P. 6

MAY 10, 2012 3:06PM

TS006480

7.  **INVESTIGATE POLICY CHANGE** for beneficiary or  **CERTIFICATE OF INSURANCE** (by law)

If you check, upon issuance of a duplicate policy, the original policy will be null and void, and that, if the original policy is subsequently renewed in the Company, it will be held Capital Premium. It is recommended that you obtain a copy of the original policy and file it with your agent.

8.  **POLICY LOAN**

- I request a policy loan at \_\_\_\_\_ or the Maximum Loan Value, if less.
  - Variable Interest Rate
  - Fixed Interest Rate
- I request a policy loan on my premium due
  - Variable Interest Rate
  - Fixed Interest Rate
- I request the addition of the Automatic Premium Loan provision to my policy.
  - Variable Interest Rate
  - Fixed Interest Rate

Note that a Fixed Rate Loan reduces the cash value and increases the mortality. This transaction may cause premium to increase.

A Variable Loan affects the values of the policy only upon death or surrender.

If the loan rate option is not specified, the base will be presumed under the term of the original issue of the policy.

9.  **POLICY SUSPENSION** - I am requesting the policy. I request it and I understand:

**INCOME TAX WITHHOLD NOTICE AND SECTION**: In 1982, Congress passed the Tax Equity and Fiscal Responsibility Act (TEFRA). This law requires that in case of loss of job, be withheld from the taxable portion of certain life insurance premiums you receive unless you decide not to have tax withheld. Withholding applies only to the taxable portion of the premiums you receive and not to the cash value payment. The taxable portion, which is subject to withholding, is, by present, equal to the sum of the amount you receive over the total tax amount which is considered to be your cost basis for such amount. In many instances, when a life insurance policy is surrendered for its cash value, there is no such excess.

Elect withholding or no withholding by checking the appropriate box below. Please complete this section of this form by checking it and filling in your Social Security Number. If you do not make a choice, we will withhold 10% for Federal Income Tax from any taxable portion of your payment.

Even if you decide not to have Federal income tax withheld, you are still liable for payment of Federal income tax on the taxable portion of the payment. You may be subject to tax penalties under the Estimated Tax Payment Rule if your payment of estimated tax and withholding, if any, are not sufficient.

**PLEASE CHECK ONE PLACE**

- I have read the above notice and elect to have no income tax withheld.
- I have read the above notice and elect to have income tax withheld.

10.  **CHANGE IN POLICY** - I request that my beneficiary change in Plan, or Coverage.

Request Form

Social Security Number

Other Request Form

Other Request Form

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT: I understand that this request is subject to the provisions and conditions of the above policy and that the Company may request additional information or impose additional requirements. I agree that any signature will imply to such request which has been checked on this form and further agree that the request which is checked will become effective that the above policy is not pledged or assigned to any other person or corporation, except whom named in the request, and that no premium or benefit may be paid to the above person or corporation.

dated at 3-31-98

Stephen J. Rector (Signature) 3072 300

RECEIVED IN THE MAIL BOX SECTION OF THE COMPANY  
RECEIVED IN THE MAIL BOX SECTION OF THE COMPANY  
RECEIVED IN THE MAIL BOX SECTION OF THE COMPANY

JLV NOV 27 1995

**S.B. Lexington, Inc.**

600 WEST JACKSON BLVD. - SUITE 800 - CHICAGO, IL 60661 - (312) 993-0014 - FAX (312) 993-0485

November 10, 1995

Capitol Bankers Life  
Attn: Policyholder Services  
735 North Water Street  
Post Office Box 2016  
Milwaukee, WI 53201

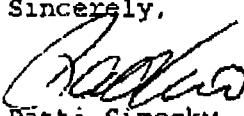
RE: Simon Bernstein  
Policy # 1009208

To Whom It May Concern:

Enclosed please find a change of beneficiary form for the above mentioned policy. Please process this form effective immediately.

Also, please send me an endorsed copy of this form so I know that the change has been made.

Sincerely,

  
Patti Simosky

INSURANCE COUNSELORS WITH (IN-TEG-RI-TY)

NO. 598 P. 8

MAY. 10. 2012 3:06PM

TS006482

# Capitol Bankers Life

CAPITAL BANKERS LIFE INSURANCE COMPANY  
613 North Water Street P.O. Box 2016  
Milwaukee, Wisconsin 53201  
414-777-9994

## REQUEST LETTER

SLV NOV 27 1995

TO: Capitol Bankers Life Insurance Co

Please comply with the request I have checked below in connection with Policy Number 1009208

Name of Insured SIMON BERNSTEIN

The Policy is not enclosed as instructed below  
(is or is not)

CHANGE MAIL ADDRESS TO (Do not send Policy)

(New Mail Address)

POLICY LOAN (Do not send policy)

I request a policy loan of \$ \_\_\_\_\_ or the maximum loan value, if less

I request policy loan to pay current premium due.

CHANGE OF OWNERSHIP FROM \_\_\_\_\_ to \_\_\_\_\_  
(Print old owner name) (Print new owner name)

ADDRESS \_\_\_\_\_

EXTENDED TERM INSURANCE (Do not send Policy)

I request that the Extended Term Insurance provision be operative as a nonforfeiture value, if available; and any election by me for application of the automatic premium loan provision now on file with the Company is hereby revoked

AUTOMATIC PREMIUM LOAN (Do not send Policy)

Make the Automatic Premium Loan provision effective, if provided in the policy.

PAID-UP INSURANCE (Send Policy)

I request that the Paid-Up Insurance provision be operative as a nonforfeiture value, if available

CASH SURRENDER (Send Policy)

Pay all cash surrender equities to me and as consideration for such payment, I surrender my Policy.

CHANGE OF NAME BY MARRIAGE OR OTHERWISE (Do not send Policy)

Change name of  Insured  Owner

From \_\_\_\_\_ to \_\_\_\_\_  
(Print old name) (Print new name)

State reason for change: \_\_\_\_\_

(If the person whose name is to be changed is the policyholder both the old and the new name of the policyholder must be signed at the bottom of this request letter on the line "Personal Signature of Policyholder.")

CHANGE BENEFICIARY AS FOLLOWS: (Do not send Policy)

Beneficiaries (Give full name, age, and relationship to Insured)

Primary (Payee at death of Insured)

LASALLE NATIONAL TRUST, N.A.

TRUSTEE

Successor (Substitute payee if no Primary payee living)

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED JUNE 21, 1995 TRUST

OTHER REQUEST (Write request and send policy, if it is to be changed)

Agent \_\_\_\_\_ Date 11-7-95 Personal Signature of Old Owner, if Ownership Change  
\_\_\_\_\_  
\_\_\_\_\_  
Agent \_\_\_\_\_ Date \_\_\_\_\_ Personal Signature of Policyholder (Owner)

PHS1 (1/79)

6 89 NO. 599

MAY 10 2012 3:06PM

TS006483



Capital Bankers Life

Capital Bankers Life Insurance Company 803-322-3142 • 800-825-0003  
Box 19151  
Greenville, SC 29602-9151  
FAX: 803-292-4005

November 14, 1995

LASALLE NATIONAL TRUST, N.A.  
AS SUCCESSOR TRUSTEE  
C/O NATIONAL SERVICE ASSOC.  
600 W. JACKSON BLVD, SUITE 800  
CHICAGO, IL 60661

RE: SIMON BERNSTEIN  
Policy #1009208

Dear Sir/Madam:

I am writing this letter in response to your request. The above mentioned policy has been paid to November 27, 1995 by a premium loan.

The status of the loan is as follows:

Net Loan	\$5,139.05
Interest	\$66.46
Total Gross Loan	\$5,205.51

Total Outstanding Loan Balance to 27NOV1995: \$26,503.35

If the loan is not repaid by the next anniversary date, the cash value and face amounts will be reduced by the amount of the loan. The premium may increase so that the cash value will equal the policy face amount at the policy target age.

Capitol Bankers Life Insurance Company enjoys serving you. If you have any questions, feel free to contact our office at 1-800-825-0003.

Sincerely,

CBL Service Center

A member of the North American Life Assurance Company  
Family of Companies



Capitol Bankers Life

November 27, 1995

Capitol Bankers Life Insurance Company 803-322-3142 • 800-825-0003  
Box 19191 FAX: 803-292-4005  
Greenville, SC 29602-9191

LASALLE NATIONAL TRUST, N.A.  
AS SUCCESSOR TRUSTEE  
C/O NATIONAL SERVICE ASSOC.  
600 W. JACKSON BLVD, SUITE 800  
CHICAGO, IL 60661

RE: SIMON BERNSTEIN  
Policy #1009208

Dear Sir/Madam:

The executed beneficiary change for the above mentioned policy is as follows:

PRIMARY-LASALLE NATIONAL TRUST, N.A.  
TRUSTEE  
CONTINGENT-SIMON BERNSTEIN INS.  
TRUST DATED 6/21/95.

This letter will serve as an endorsement to your policy.  
PLEASE ATTACH THIS LETTER TO YOUR POLICY.

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,  
CBL Service Center

A member of the North American Life Assurance Company  
Family of Companies

NO. 598 P. 11

MAY 10 2012 3:06PM

TS006485

**PAMELA B. SIMON INSURANCE TRUST**

## **PAMELA B. SIMON INSURANCE TRUST**

I, PAMELA B. SIMON, transfer the assets described in the attached Schedule to the Trustee. These assets and any other assets that may be received by the Trustee shall be held in trust subject to the provisions of this instrument. This instrument and the trusts it establishes are irrevocable and are not subject to amendment or modification in any manner. I intend to divest myself entirely of all my incidents of ownership in insurance and assets from time to time held in this trust.

### **ARTICLE I**

#### **Original Trust**

**1.1 Ownership of Insurance.** The Trustee shall have all incidents of ownership of every insurance policy held in trust, including without limitation the rights to pay premiums from trust income and principal, to exercise any option, election or privilege given under such policy, to change any beneficiary, to borrow any sums of money in accordance with the policy provisions, to use such policy as security for any loan or other purpose, to receive any dividends, earnings or other payments on such policy, to use dividends in any way permissible under such policy, including but not limited to the purchase of additional insurance or the payment of premiums, and to surrender such policy for the cash surrender value. Any instruments executed by the Trustee in connection with any insurance policy shall be binding upon the insurance company and upon every beneficiary.

**1.2 Collection.** After my death the Trustee shall take whatever action the Trustee considers best to collect the proceeds of any policy payable to the Trustee, but the Trustee need not incur expense or take legal proceedings unless indemnified. The Trustee may give a full discharge to any insurance company of its liability under a policy. In the event of forfeiture of any insurance policy for nonpayment of premiums, the Trustee shall collect the cash value of such policy.

**1.3 Special Withdrawal Rights.** I intend that contributions to the Original Trust shall qualify as gifts of present interests for federal gift tax purposes first to the extent of \$5,000 per year for my spouse and then to the maximum extent possible for my children. Therefore, my spouse and my children shall have certain withdrawal rights as described in Section 5.1.

**1.4 Distributions During My Life.** Subject to the provisions regarding the payment of premiums under Section 1.1 and the rights of withdrawal under Section 5.1, during my life the Trustee may distribute any part or all of the net income and principal of the Original Trust to any one or more of my spouse (the "primary beneficiary") and my descendants (whenever born) in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries; provided, however, that no distribution shall be made that would discharge my legal obligation to support any beneficiary. In exercising this discretion, the Trustee shall

give priority to the interests of my spouse. Any undistributed net income shall be added to the principal of the Original Trust at least annually.

**1.5 Contingent Disposition.** Notwithstanding any other provision, in the event proceeds of any life insurance policy on my life that are payable to the trust are includable in my gross estate as finally determined for federal estate tax purposes, the Trustee shall distribute such proceeds to the then acting Trustee of the PAMELA B. SIMON TRUST, previously established by written instrument, to be dealt with pursuant to its terms in effect at my death or, if such trust is not in existence at my death, the Trustee shall distribute such proceeds to my estate.

## **ARTICLE II**

### **Family Trust**

**2.1 Creation.** If my spouse survives me, upon my death the Trustee shall hold trust assets as the principal of the Family Trust for the benefit of my spouse (the "primary beneficiary") and my family.

**2.2 Discretionary Distributions.** The Trustee may distribute any part or all of the net income and principal of the Family Trust to any one or more of my spouse and my descendants (whenever born) in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries. In exercising this discretion, the Trustee shall give priority to the interests of my spouse. Any undistributed net income shall be added to the principal of the Family Trust at least annually.

**2.3 Termination.** Upon my spouse's death, the Trustee shall allocate the remaining Family Trust assets in shares *per stirpes* for my then living descendants, subject to the Descendant's Trust withholding provisions.

## **ARTICLE III**

### **Descendant's Trusts**

**3.1 Gift to Descendants.** If my spouse does not survive me, upon my death the Trustee shall allocate trust assets in shares *per stirpes* for my then living descendants, subject to the Descendant's Trust withholding provisions.

**3.2 Withholding.** Any share of any trust allocated for any descendant of mine shall be retained by the Trustee as the principal of a Descendant's Trust for such descendant (the "primary beneficiary") to be added to any Descendant's Trust then held for such beneficiary, or if none, to be retained as a separate Descendant's Trust.

**3.3 Discretionary Distributions.** The Trustee may distribute any part or all of the net income and principal of a Descendant's Trust to any one or more of the primary beneficiary of such Descendant's Trust and the descendants (whenever born) of such beneficiary, in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries. Any undistributed net income shall be added to the principal of such Descendant's Trust at least annually.

**3.4 Right to Withdraw Principal.** After the primary beneficiary of a Descendant's Trust has attained age 25, such beneficiary may withdraw any part or all of the principal of such trust, provided that such withdrawals do not exceed in the aggregate: one-third in value before such beneficiary has attained age 30, nor two-thirds in value before such beneficiary has attained age 35. Such rights of withdrawal shall be exercised by written instruments delivered to the Trustee during such beneficiary's lifetime. The "value" to which such fractions apply shall be the sum of:

- (a) The value of trust principal as of the time when such beneficiary first becomes entitled to request such fraction;
- (b) The value of any amounts withdrawn under this Section prior to such time, valued as of the date of withdrawal; and
- (c) The value of any additions to such Descendant's Trust after such time, valued as of the date of addition.

**3.5 Termination.** Upon the death of the primary beneficiary of a Descendant's Trust, the Trustee shall allocate the remaining assets of such trust, subject to the Descendant's Trust withholding provisions, in shares *per stirpes* for:

- (a) Such beneficiary's then living descendants, or if none;
- (b) The then living descendants of such beneficiary's nearest ancestor who has descendants then living and who was either my descendant or me.

**3.6 Power to Appoint at Death.** Notwithstanding any other provision of this Article, upon the death of the primary beneficiary of a Descendant's Trust such beneficiary may direct the Trustee to distribute any part or all of such trust's assets, in trust or otherwise, to or for the benefit of one or more of such beneficiary's spouse and descendants (whenever born), the spouses of such descendants and any one or more of the trusts under this instrument of which a descendant of mine is the primary beneficiary. Any such direction shall be made by Will making specific reference to this power.

## **ARTICLE IV**

### **Trustee**

**4.1 Appointment of Trustee.** , shall be the initial Trustee. If at any time the then acting individual Trustee named in this Section or designated pursuant to the next Section is unwilling or unable to act, , if he is then willing and able to act, shall become a Trustee. If no corporate Trustee is acting at my death, CONTINENTAL BANK, N.A., of Chicago, Illinois, or any successor to its trust business, shall become the corporate Trustee to act with the individual Trustee from time to time acting, or if none, as sole Trustee. All acting Trustees of any trust are collectively referred to as "the Trustee", all acting individual Trustees of any trust are collectively referred to as "the individual Trustee" and all individuals who are acting as independent Trustees of any trust are collectively referred to as "the independent individual Trustee". An "independent Trustee" of any trust is either a corporate Trustee or an individual who is not a beneficiary of such trust and has no legal obligation to support any beneficiary of such trust.

**4.2 Individual Trustee May Designate Successor.** Any individual Trustee of any trust may designate a successor Trustee for such trust by naming one or more qualified individuals or qualified corporations, in the alternative, as such Trustee's immediate successor. Any designation of a successor Trustee under this Section may be revoked by such individual Trustee at any time prior to such individual's ceasing to act as Trustee of such trust. Any such designation or revocation thereof shall be made by written notice to the other then acting Trustee of such trust, if any, and to the designees. No designation of a corporate successor shall become effective if a corporate Trustee is then acting, and no designation of any successor Trustee shall become effective if an individual who is willing and able to act is named in this instrument as a successor to the designating Trustee.

**4.3 Addition of Independent Individual Trustee.** If no independent Trustee of a trust is acting, the individual Trustee of such trust may appoint in writing a qualified individual who will be an independent Trustee as an additional Trustee of such trust to act with the other Trustee or Trustees from time to time acting, or if none, as sole Trustee. Notwithstanding any other provision, an independent individual Trustee appointed pursuant to this Section may not designate a successor Trustee.

**4.4 Addition of Corporate Trustee.** If no corporate Trustee of a trust is acting, the individual Trustee of such trust may appoint in writing a qualified corporation as corporate Trustee of such trust, to act with the individual Trustee from time to time acting, or if none, as sole Trustee.

**4.5 Removal of Corporate Trustee.** The independent individual Trustee of a Trust, if any, may remove the corporate Trustee of such trust for reasonable cause by written notice to such Trustee. Such removal shall become effective on the date on

which a written acceptance by the successor corporate Trustee appointed pursuant to this Article is delivered to the removed corporate Trustee.

**4.6 Appointment of Successor Corporate Trustee.** Whenever the corporate Trustee of any trust declines to act, resigns or is removed, the primary beneficiary, if any, otherwise a majority of the income beneficiaries of such trust, shall in writing appoint any qualified corporation as successor corporate Trustee of such trust.

**4.7 Divorced Trustee.** Any Trustee whose marriage to me is terminated by court decree (a "Divorced Trustee") is unable to act. Any individual Trustee designated by a Trustee who is unable to act because of this Section (including without limitation by a Divorced Trustee) shall also be unable to act. The preceding sentence shall not apply to any Trustee otherwise named, designated or appointed under this Article.

**4.8 Deadlock.** If the Trustees qualified to participate in an action or decision of the Trustees are evenly divided and a corporate Trustee so qualified is then acting, the individual Trustee so qualified shall control. If the Trustees qualified to participate in an action or decision of the Trustees are evenly divided and no corporate Trustee so qualified is then acting, the individual Trustee so qualified other than any independent individual Trustee shall control. Any Trustee who is not qualified to participate in or who dissents from such action or decision shall not be liable therefor.

**4.9 Investment Advisor.** When there are two or more Trustees of a trust, one of which is a corporate Trustee, the individual Trustee of such trust may appoint one or more investment advisors who regularly offer investment counselling services to act as "Advisor" as to any part or all of the assets of such trust. Such individual Trustee is authorized to retain and discharge such Advisors and determine the extent of each such Advisor's investment responsibility. The corporate Trustee shall not have any investment responsibility for any part of the assets of such trust to the extent investment responsibility for such part has been given to such an Advisor and shall not be liable for any exercise or non-exercise of the investment responsibility given to such an Advisor. The corporate Trustee shall have no obligation to review or inquire into any such Advisor's exercise or non-exercise of such Advisor's investment responsibility. With respect to any period during which the corporate Trustee's duties and responsibilities have been reduced pursuant to this Section, the corporate Trustee shall lower its fee to a level commensurate with its reduced duties and responsibilities, and its refusal to do so shall constitute reasonable cause for removal of such corporate Trustee.

## ARTICLE V

### Miscellaneous

#### 5.1 Withdrawal Rights.

(a) **General Rights.** With respect to any direct or indirect contribution (including insurance premium payments) to the Original Trust, such of my spouse and my children as are living at the time of such contribution shall have the right to withdraw from the aggregate principal from time to time of all trusts created under this instrument, regardless of whether such trusts were in existence at the time of such contribution, amounts not exceeding the amount of such contribution; provided, however, that the aggregate rights of withdrawal granted to my spouse in any calendar year shall not exceed \$5,000 and that the aggregate rights of withdrawal granted to any child of mine in any calendar year shall not exceed the largest amount that then qualifies for the annual per donee exclusion allowed for federal gift tax purposes under section 2503 of the Code, assuming that a split gift election will be made if the donor was married at the time of the contribution. If the cumulative amount of such contributions at any time during a calendar year is less than the sum of such maximum withdrawal amounts for such year, then the maximum withdrawal amounts of my children shall abate pro rata until fully abated to zero, and thereafter the maximum withdrawal amount of my spouse shall abate. A right of withdrawal shall be deemed to be granted pursuant to this Section 5.1 on the date of the contribution giving rise to such right.

(b) **Notice of Rights.** Each beneficiary who is granted a right of withdrawal under this Section is entitled to notice of such right and of any subsequent change in such right. If at the time of notice such beneficiary is under a legal disability, notice shall be given to the personal representative of such beneficiary, or if none, to a parent of such beneficiary, but while a beneficiary is under a legal disability, rights of withdrawal may be exercised only by such beneficiary's personal representative. Notwithstanding any other provision, such notice shall state the following:

- (1) the amount of such beneficiary's maximum annual withdrawal rights;
- (2) the procedure for ascertaining the actual amount subject to withdrawal in any given year; and
- (3) the time and manner in which such annual rights may be exercised, provided however, that the time period during which such annual rights may be exercised shall not in any event be less than 60 days.

The Trustee shall give the notice required by this Section to each individual entitled thereto no later than 30 days after any of the following events: (1) the first contribution giving rise to a given beneficiary's right of withdrawal under this Section; (2) the modification of such right pursuant to subsection (e) of this Section; (3) the removal of a legal disability if notice was previously given to such beneficiary's parent or personal

representative; and (4) the appointment of a substitute legal representative for such beneficiary.

(c) **Exercise of Rights.** A right of withdrawal granted pursuant to this Section may be exercised only by written instrument delivered to the Trustee after such right of withdrawal is granted but before termination of such right under this Section. If more than one Descendant's Trust is in existence when a right of withdrawal is exercised, each such Descendant's Trust shall contribute that portion of the total amount required to satisfy such exercise as the primary beneficiary of such trust would receive if such total amount were distributed in shares *per stirpes* to my then living descendants.

(d) **Termination of Rights.** On April 1 of each year, rights of withdrawal held by an individual that were granted in preceding calendar years that have not already terminated before such April 1 shall terminate to the extent of the greater of \$5,000 or 5 percent of the then value of the trust assets out of which, or the proceeds of which, the exercise of such rights of withdrawal could be satisfied, which shall include all then trust assets, including those added after any such withdrawal rights were granted.

(e) **Change in Rights.** A donor who contributes assets to the Original Trust shall have the right, by a written instrument delivered to the Trustee at the time of such contribution, (1) to exclude any individual who would otherwise have a right of withdrawal from having such right with respect to such contribution; (2) to increase or decrease the amount of any right of withdrawal that would otherwise be granted to any individual by reason of such contribution, except that the aggregate amount of such rights of withdrawal so granted as a result of such contribution shall not exceed the amount of such contribution; and (3) to change the period during which any right of withdrawal granted by reason of such contribution may be exercised.

(f) **No Distributions.** Notwithstanding any other provision, the Trustee shall make no distribution to a beneficiary from a trust (other than a terminating distribution to a Descendant's Trust), a beneficiary shall have no right to exercise a power of appointment over any trust, and a primary beneficiary of a Descendant's Trust shall have no right to withdraw from such trust pursuant to Section 3.4, to the extent that after such distribution, appointment or withdrawal, the remaining principal of such trust would be insufficient to satisfy its share of all outstanding rights of withdrawal granted under this Section if such rights were exercised.

(g) **Trustee Liability.** Any decisions made in good faith by the Trustee in carrying out these directions shall not be subject to review, and the Trustee shall be held harmless from any cost or liability as to such decisions.

**5.2 Standards for Discretionary Distributions.** Except as otherwise provided, in exercising discretion granted to the Trustee to make distributions from any trust to a beneficiary of such trust, the Trustee may consider:

- (a) the accustomed manner of living from time to time of such beneficiary;
- (b) all other income and assets known to the Trustee to be available to such beneficiary;
- (c) the desirability of depleting income and assets that will be subject to greater estate, generation-skipping or other transfer taxes at such beneficiary's death; and
- (d) any other factors the Trustee deems pertinent.

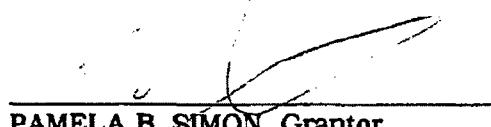
**5.3 Failure of Beneficiaries.** Except as otherwise provided, if at any time a trust has no surviving beneficiary, then the remaining principal and undistributed income of such trust shall be distributed as follows: (a) if I have a spouse, such assets shall be divided into two parts of substantially equal value, and one such part shall be distributed to my heirs, and one such part shall be distributed to such spouse's heirs, such heirs and their shares to be determined pursuant to Illinois law then in effect as if my spouse and I had each died unmarried and intestate at that time; or (b) if I do not have a spouse, such assets shall be distributed to my heirs, such heirs and their shares to be determined pursuant to Illinois law then in effect as if I had died intestate at that time. Notwithstanding any other provision, for purposes of this Section my "spouse" means the individual to whom I was legally married and not legally separated from at my death, or if I was not legally married at my death or if I am living at the time a distribution is to be made under this Section, the last person to whom I was legally married, provided that at the time of such person's death I was legally married to, and not then legally separated from, such person.

**5.4 Special Assets.** Any securities or other interests in . (or any business entity that shall succeed to its business or assets) are "Special Assets". The Trustee is expressly authorized to retain any Special Assets that may from time to time be a part of the principal of any trust, notwithstanding that such Special Assets may constitute a large part or all of the principal of such trust and may therefore lack the diversification or productivity ordinarily considered prudent for trust investments. No Trustee shall be disqualified from holding office or accepting remuneration with respect to Special Assets, or from purchasing or selling Special Assets, or voting Special Assets in favor of such Trustee.

**5.5 Child and Descendant.** A "child" or "descendant" means a child or descendant born of a lawful marriage; any person lawfully adopted prior to attaining age 21 shall be deemed "born of a lawful marriage". Except where distribution is directed to descendants "per stirpes", the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

**5.6 Administrative Provisions.** I incorporate by reference the Administrative Provisions attached to this instrument on this date.

Signed and agreed on MARCH 1, 1992, and the Trustee acknowledges acceptance of the trust and receipt of the assets described in the attached Schedule.

  
PAMELA B. SIMON, Grantor

# Heritage Union Life Insurance Company

P.O. Box 1600, Jacksonville, IL 62651

Phone 800-825-0003 Fax 803-333-4936

Visit us at [www.insurance-servicing.com](http://www.insurance-servicing.com)

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November 29, 2012

LASALLE NATIONAL TRUST N.A  
C/O ROBERT SPALLINA, ATTORNEY AT LAW  
4855 TECHNOLOGY WAY STE 720  
BOCA RATON FL 33431

*B-85  
for 333 4936*

Insured Name: SIMON BERNSTEIN

Policy Number: 1009208

Correspondence Number: 09801925

Dear Trustee:

We are writing to remind you that we have not received the previously requested items necessary to proceed with our review of the pending claim on the above referenced policy. The required items are:

- The enclosed Claimant Statement completed and **signed by the named beneficiary**. If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

D. Henderson  
Claims Services

Enclosure(s): IL Department of Insurance Notification  
Life Claimant Statement No RAA

**The Illinois Department of Insurance requires us to put the following notices on our letters to you.**

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

# CLAIMANT STATEMENT

## Heritage Union Life Insurance Company

### Mailing Address

P.O. Box 1600  
Jacksonville, IL 62651-1600

### Proof of Loss

#### Part I

#### INSTRUCTIONS

The following items are required for all claims:

- An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured**, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust**, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor**, we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned**, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased**, we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it**, we will require a copy of said agreement.
- **If the policy is subject to a Viatical or a Life Settlement transaction**, and if the beneficiary is 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, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

# CLAIMANT STATEMENT

## FRAUD INFORMATION

**For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

**For Residents of California:** For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**For Residents of Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**For Residents of Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**For Residents of Kentucky, Ohio and Pennsylvania:** Any person who knowingly & 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 & subjects such person to criminal and civil penalties.

**For Residents of Maine, Tennessee and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**For Residents of Minnesota:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**For Residents of New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**For Residents of New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**For Residents of New York:** Please see the Signature section of this form.

**For Residents of Puerto Rico:** Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

**For Residents of All Other States:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

# CLAIMANT STATEMENT

## DECEDENT INFORMATION

1. Name of Deceased (Last, First Middle)	2. Last 4 digits of Deceased's Social Security No:
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3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.

4. Policy Number(s)	5. If policy is lost or not available, please explain:
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6. Deceased's Date of Death	7. Cause of Death	8. <input type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending
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## CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.

10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number
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14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased
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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 invested in this policy as a viatical or life settlement?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

## CLAIMANT INFORMATION (to be completed by 2<sup>nd</sup> 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
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25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased
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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?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

**YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.**

# CLAIMANT 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.**

Signature of Claimant and Title	Date
Signature of Second Claimant, if any, and Title	Date

# CLAIMANT STATEMENT

## TRUSTEE CERTIFICATION

### TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

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.
- 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
Date of all Amendments	Trust Tax ID Number
Printed Name of Trustee(s)	Signature(s)
a _____	_____
b _____	_____
c _____	_____
d _____	_____

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Insurance Servicing Center  
Attention: Claims Department  
P.O. BOX 1600  
JACKSONVILLE IL 62651-1600

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