

SETTLEMENT AGREEMENT

Interested Parties BERNSTEIN FAMILY REALTY LLC, an LLC, and the BERNSTEIN FAMILY Members, Eliot Bernstein, Candice Bernstein, Joshua Bernstein, Jacob Bernstein, and Daniel Bernstein (hereinafter known as “BFR” or “Bernstein” or “Interested Parties”) and Patricia A. Sahn, as sole owner and surviving spouse of Walter Sahn, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into this Settlement Agreement (the “Agreement”) on this 22nd day of May 2023.

RECITALS:

WHEREAS, ON June 24, 2021, filed on July 1, 2021, an Order Admitting Will to Probate and Appointing Personal Representative Johanna Sahn was entered for Walter E. Sahn, Jr. in Marion County, Case No. 21CP001223AX. The mortgage and note at issue in this settlement are not part of the inventory of the estate of Walter E. Sahn, Jr., has not been assigned or transferred, and the ownership has fully vested in Patricia A. Sahn as surviving spouse. Patricia A. Sahn has full authority to resolve the mortgage and note foreclosure matter. Walter E. Sahn, Jr. died on January 5, 2021. The original note is to be deposited with the attorney of Patricia A. Sahn, and will not be endorsed, transferred, or assigned pending this settlement, except as provided for in this settlement agreement.

WHEREAS, on February 23, 2018, Plaintiffs, Walter E. Sahn and his then wife Patricia A. Sahn, filed a lawsuit for foreclosure on a first mortgage and promissory note, as amended (recorded on April 12, 2012 in the Public Records of Palm Beach County, Florida O.R Book 25132, Page 1051) on Lot 68, Block G, Boca Madera Unit 2, according to the Plat thereof, as recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida; 2753 NW 34th Street, Boca Raton, FL 33434; Case No. 50-2018-CA-002317, in Palm Beach

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County against Defendants Bernstein Family Realty, LLC, a dissolved LLC, Eliot Bernstein - individually, Candice Bernstein - individually, Eliot Bernstein and Candice Bernstein, As Natural Guardians Of Minor Children Jo., Ja. And D. Bernstein; And All Unknown Tenants, Joshua Bernstein, Daniel Bernstein, Jacob Bernstein, Brian O'connell, as Successor Personal Representative Of The Estate Of Simon L. Bernstein; Alexandra Bernstein, Eric Bernstein, Michael Bernstein, Molly Simon, Pamela B. Simon, Jill Iantoni, Max Friedstein, and Lisa Friedstein, Individually And Trustees Of The Simon L. Bernstein Revocable Trust Agreement Dated May 20, 2008, As Amended And Restated, to foreclose on a first mortgage.

WHEREAS, Walter E. Sahn, Jr., is now deceased and his surviving spouse Patricia A. Sahn is the only true current party in interest in that mortgage and note in the Palm Beach foreclosure case as "The Walter E. Sahn, Jr. & Patricia A. Sahn Revocable Family Living Trust dated August 31, 1999" and "the Estate of Walter E. Sahn, Jr."

WHEREAS The surviving spouse, Patricia A. Sahn, and the Bernstein family and Bernstein Family Realty LLC, have reached a settlement of the foreclosure on the first mortgage claims between Plaintiffs and Defendants asserted in or relating to the foreclosure Lawsuit herein above, and the release of funds in the Shirley Bernstein trust case that will be partially used toward the satisfaction of this first mortgage.

WHEREAS, the Bernstein family home, the property at issue, to wit: 2753 NW 34th Street, Boca Raton, FL 33434, was set for sale in the West Palm Beach foreclosure case on April 4, 2023, at 10:00 a.m., based on a Final Judgment dated December 23, 2021, and this settlement will result in the foreclosure case being abated/stayed pending full and final payment of the settlement; which will then result in a full satisfaction of mortgage being recorded, and a dismissal with prejudice of the foreclosure case.

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WHEREAS, BFR and the Bernstein family's counsel represents that the funds to pay the full payment on the Settlement Amount referenced below will be the subject to a hearing for its release from the court registry in front of Judge Laura Johnson in West Palm Beach in Case No. 50-2014-CP-003698-XXXX-NB, in the Shirley Bernstein trust matter. The attorney for the Patricia A. Sahm will attend the zoom hearing and fully support the settlement agreement, the release of funds, and will assist with the conclusion of the foreclosure case as the only true Party in interest of this first mortgage and note.

WHEREAS the Bernstein Family Realty LLC is a Florida LLC, reinstated, Daniel Bernstein, Jacob Bernstein, and Joshua Bernstein are the majority owners with the sole right to receive distributions from the LLC. They may be winding up the company's activities and affairs, and are appointed to do so by the mutual unanimous consent of the transferees owning a majority of the rights to receive distributions as transferees at the time the consent is to be effective. A person appointed under this subsection has the powers of a sole manager under s. [605.0407\(3\)](#) and is deemed to be a manager for the purposes of s. [605.0304\(1\)](#). 605.0709. In winding up the affairs of the LLC, Daniel, Jacob, and Joshua Bernstein will take all necessary steps to effectuate this settlement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

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2. Payment.

- a. BFR and the Bernstein family shall pay Patricia A. Sahn, through her attorney's trust account, Amber Patwell, Esq., the total amount of \$225,000.00 from the proceeds released from the court registry, as full and final payment and satisfaction toward the current first mortgage and final judgment. (the "Settlement Amount" or the "Payment").
- b. The full payment shall be \$225,000.00. These funds are currently being held in the Palm Beach Court registry for the benefit of the three Bernstein young men, Daniel, Joshua, and Jacob Bernstein. The parties agree to cooperate at the hearing to be held, to ensure that \$225,000.00 of the funds are released directly to the trust of account of Amber Patwell, Esq. as directed in the court order. The entire remaining balance of the funds in the court registry will be released to the Trust Account of Inger M. Garcia IOTA.
- c. BFR and the Bernstein family shall pay the entire Settlement Amount via check issued directly from the clerk registry to the trust account of Amber Patwell Law, Esq.
- d. If court orders are necessary in either the Walter E. Sham, Jr. probate case in Marion County, or the Palm Beach foreclosure case, or in the Shirley Bernstein trust case; the parties agree to fully cooperate and file any needed joint agreed motions to confirm the settlement, to release the funds as agreed, and to file the dismissal of the foreclosure. No other party or person can interfere with this agreement, cause any further delays in releasing said funds, or cause the

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property at issue to sell in the foreclosure case. There are no other interested parties to these funds or to the home at issue.

- e. The parties will cooperate jointly with any title company or lender per this agreement if needed.
- f. At the final payment clearance, a full satisfaction will be recorded, and the pending foreclosure lawsuit will be dismissed with prejudice. The parties will also appear before Judge Bell in the foreclosure if needed to inform the court of the settlement and to file the dismissal with prejudice and to record the satisfaction of mortgage. No party or other person is to interfere with this settlement or cause the property to be sold.

3. Stay/Abatement/Dismissal of the Lawsuit. Within 3 days of the payment following the hearing in front on Judge Laura Johnson, the parties shall file the satisfaction of judgement and dismissal with prejudice. Although the estate confirmed it has no rights to this note and mortgage, if the agreement needs to be approved in the estate case, the parties will cooperate to achieve that resolve.

4. Costs and Expenses of the Lawsuit. The Parties each agree to bear their own attorneys' fees, costs, and expenses incurred in connection with this Agreement.

5. No Assignment. The Parties to this Agreement represent and affirm that neither has assigned to any third-party any of the claims or causes of action it has, had, or may have against each other.

6. Advice of Counsel. The Parties to this Agreement hereby acknowledge, agree, represent, and warrant: (i) that such Party has had the advice of counsel of such Party's own choosing in negotiations for, and in the preparation of, this Agreement; (ii) that such Party has read

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this Agreement or has had the same read to such Party by its counsel; and (iii) that such Party enters into this Agreement voluntarily and is fully aware of this Agreement's contents and legal effect.

7. **Severability.** If any provision of this Agreement is rendered invalid for any reason, or has been rendered unenforceable in any jurisdiction, all other provisions of this Agreement shall nevertheless remain in full force and effect in such jurisdiction, and all provisions of this Agreement shall remain in full force and effect in all other jurisdictions. Upon determination that any provision of this Agreement is invalid or unenforceable, this Agreement shall be amended to achieve the original intention of the Parties as closely as possible.

8. **Entire Contract & Amendment.** This Agreement supersedes all prior negotiations, settlement discussions, and representations and contains the complete and entire Agreement between the Parties to this Agreement with respect to the matters contained herein. This Agreement may be modified only by a written document, signed by all Parties hereto.

9. **Governing Law.** This Agreement shall be governed and interpreted under Florida law.

10. **Forum Selection.** Any dispute arising out of or relating to this Agreement shall be brought in the Fifteenth Judicial Circuit Courts in and for Palm Beach County, Florida.

11. **Attorneys' Fees.** Should any Party to this Agreement need to resort to legal proceedings of any kind to enforce this Agreement, the prevailing party shall recover all costs and attorneys' fees from the non-prevailing party or parties.

12. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any terms, covenants, conditions, or agreements contained herein.

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13. **Counterparts.** This Agreement may be executed in separate counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Facsimile copies, Portable Document Format (PDF) copies of signatures, and any signature made or delivered by a Party through electronic mail or other digital means (including any signature created, populated, or used by a Party through DocuSign or other similar electronic or digital signature program) shall be deemed effective and an original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

Patricia A. Sahn <i>Patricia Sahn</i>
Date: <u>5-22-23</u>

Bernstein Family Realty LLC, a Florida LLC <i>John Bernstein, Member</i>	Eliot Bernstein <i>[Signature]</i>
Date: <u>05-22-2023</u>	Date: <u>5/22/23</u>

Candice Bernstein <i>[Signature]</i>
Date: <u>5-22-23</u>

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Jacob Bernstein <u>JB</u> Date: <u>05-22-23</u>	Joshua Bernstein <u>Joshua B.</u> Date: <u>5/22/23</u>
Daniel Bernstein <u>Daniel B.</u> Date: <u>5/22/23</u>	

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