

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

P & S ASSOCIATES, GENERAL
PARTNERSHIP and S & P ASSOCIATES,
GENERAL PARTNERSHIP,

CASE NO. 12-028324 (07)
Complex Litigation Unit

Plaintiff,

v.

ROBERTA P. ALVES, ET AL.,
Defendants.

**FOURTH AMENDED COMPLAINT FOR INTERPLEADER
AND DECLARATORY RELIEF¹**

Philip J. Von Kahle, as Conservator for P & S Associates, General Partnership (“P&S”) and S & P Associates, General Partnership (“S&P”) (together the “Partnerships” or the “Conservator”) files this fourth amended complaint for interpleader and declaratory relief to determine the proper method of distribution of settlement funds received by the Partnerships from Irving H. Picard, Trustee for Bernard L. Madoff Investment Securities LLC (“BLMIS”) and from BB&T Bank. The Partnerships are uncertain of the proper allocation of the settlement proceeds among the partners, and seek the Court’s declaration as to the proper allocation. The Partnerships allege as follows:

JURISDICTION

1. This Court has subject matter jurisdiction of this action pursuant to Fla. Sta. § 86.011 in that this is an action seeking declaratory relief regarding amounts exceeding \$15,000, exclusive of interest, costs and attorneys’ fees. This Court has personal jurisdiction over the parties in that the Plaintiffs are Florida general partnerships with their principal places of

¹ Amended to add additional Defendants.

business at 6550 North Federal Highway, Suite 210, Fort Lauderdale, Florida, and the Defendants are partners in the Partnerships and thus conducting business in this State, or are domiciled in Florida.

VENUE

2. Venue is proper in Broward County, Florida pursuant to Fla. Sta. § 47.021 because some of the Defendants reside in Broward County, Florida and other Defendants reside in different counties in Florida.

3. P&S is a general partnership organized under the Uniform Partnership Law of the State of Florida.

4. S&P is a general partnership organized under the Uniform Partnership Law of the State of Florida.

5. Defendant Richard D. Akins is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

6. Defendant Ann R. Akins is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

7. Defendant Roberta P. Alves is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

8. Defendant Vania P. Alves, also known as Vania P. Duarte, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

9. Defendant Katherine F. Astley is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

10. Defendant Bruce Aymes as beneficiary of Barbara Aymes, deceased, is a member of one or both of the Partnerships and is domiciled in Sullivan County, New York.

11. Defendant Kathryn L. Babcock is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

12. Defendant Sylvia M. Barbosa IRA is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

13. Defendant Grace P. Barcroft Revocable Trust is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

14. Defendant Dolores Barone is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

15. Defendant Mary M. Barrows, as Trustee, (now known as Mary M. Angelli), is a member of one or both of the Partnerships and is domiciled in Rockingham County, Virginia.

16. Defendant Roger G. Bond is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

17. Defendant Terry A. Bond is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

18. Defendant R.G. Bond and Associates, Inc. is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

19. Defendant Laurel Bonhage is a member of one or both of the Partnerships and is domiciled in Sumter County, Florida.

20. Defendant William Bonhage is a member of one or both of the Partnerships and is domiciled in Sumter County, Florida.

21. Defendant Carl Boschetti is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

22. Defendant Annette Boschetti is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

23. Defendant Martin L. Braun is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

24. Defendant Estate of Gloria Braun, is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

25. Defendant James R. Brown is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

26. Defendant Ruth J. Brown is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

27. Defendant Ruth J. Brown Revocable Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

28. Defendant Denise B. Bryan is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

29. Defendant Brenda J. Buckley is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

30. Defendant Walter M. Buckley is a member of one or both of the Partnerships and is domiciled in believed to have some connection to Broward County, Florida.

31. Defendant James Caplinger is a member of one or both of the Partnerships and is domiciled in Greenbrier County, West Virginia.

32. Defendant James Caplinger IRA is a member of one or both of the Partnerships and is domiciled in Greenbrier County, West Virginia.

33. Defendant Gary Chapman, also known as Gary R. Chapman, is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

34. Defendant Gary R. Chapman (IRA Smith Barney, Inc. Trustee/Custodian) is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

35. Defendant Estate of Leon Chase is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

36. Defendant Bobbee Chyna is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

37. Defendant Johanna Wills Clark, formerly known as Johanna Wills, is a member of one or both of the Partnerships and is domiciled in Orange County, Florida.

38. Defendant John Combs is a member of one or both of the Partnerships and is domiciled in Martin County, Florida.

39. Defendant Lois Combs is a member of one or both of the Partnerships and is domiciled in Martin County, Florida.

40. Defendant Dave Cooksey is a member of one or both of the Partnerships and is domiciled in Polk County, Florida.

41. Defendant Melanie Cooksey is a member of one or both of the Partnerships and is domiciled in Polk County, Florida.

42. Defendant Janet Cooper is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

43. Defendant Marina P. Correia is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

44. Defendant Denise A. Cram is a member of one or both of the Partnerships and is domiciled in Middlesex County, Massachusetts.

45. Defendant Culbreth Insurance, Inc. is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

46. Defendant Marillia Da Silva is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

47. Defendant Diane M. Den Bleyker is a member of one or both of the Partnerships and is domiciled in Flagler County, Florida.

48. Defendant Sally Dickman is a member of one or both of the Partnerships and is domiciled in Cook County, Illinois.

49. Defendant Direct Response Group, Inc. is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

50. Defendant Estate of Leo Dunham, also known as Leo L. Dunham, Co-Trustee, is a member of one or both of the Partnerships and was domiciled in Orange County, Florida.

51. Defendant Mary Dunham, also known as Mary V. Dunham, Co-Trustee, is a member of one or both of the Partnerships and is domiciled in Orange County, Florida.

52. Defendant Lawrence Eldridge is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

53. Defendant Carolyn Eldridge is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

54. Defendant Eldridge Family Limited Partnership is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

55. Defendant Ettoh, Ltd. is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

56. Defendant Deborah Fellman Revocable Trust is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

57. Morton Fellman Revocable Trust DT 5/20/97 is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

58. Defendant Morton Fellman, Trustee, is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

59. Defendant Estate of Esther Fellman, Trustee, is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

60. Defendant Festus and Helen Stacy Foundation, Inc. is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

61. Defendant Barbara B. Fox, as Trustee, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

62. Defendant Carol L. Fox, Custodian for Andrew J. Fox is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

63. Defendant Carol L. Fox, Custodian for Alexander D. Fox, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

64. Defendant Carol L. Fox, Custodian for Haley C. Fox, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

65. Defendant Fox Family Partnership is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

66. Defendant Ralph C. Fox, TTE U/A DTD 3/19/93, Ralph C. Fox, Grantor, also known as Ralph C. Fox, Trustee, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

67. Defendant Ersica P. Gianna, as Trustee, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

68. Defendant Muriel Goldberg, as Trustee, is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

69. Defendant Robert Goldberg, as Trustee, is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

70. Defendant Wallace Goodman, also known as Wallace M. Goodman, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

71. Defendant Lila R. Goodman IRA is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

72. Defendant Walter M. Goodman, IRA is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

73. Defendant Gertrude Gordon is a member of one or both of the Partnerships and is domiciled in Orange County, Florida.

74. Defendant Jesse A. Goss, as Trustee, is a member of one or both of the Partnerships and is domiciled in Orange County, Florida.

75. Defendant Lois Goss, as Trustee, also known as Lois A. Goss, Trustee, is a member of one or both of the Partnerships and is domiciled in Orange County, Florida.

76. Defendant Guardian Angel Trust, LLC is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

77. Defendant Margaret B. Gwinn, Trustee is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

78. Defendant Elizabeth S. Harris is a member of one or both of the Partnerships and is domiciled in Trumbull County, Ohio.

79. Defendant Mary S. Haslam is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

80. Defendant Dorothy Henley, also known as Dorothy D. Henley, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

81. Defendant Robert Henley, also known as Robert H. Henley, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

82. Defendant Antonio Hidalgo, also known as Antonio Hildalgo, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

83. Defendant Gayle Hinerman, also known as Gayl Hinerman, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

84. Defendant Phillip A. Hocott is a member of one or both of the Partnerships and is domiciled in Haywood County, North Carolina.

85. Defendant Jolene O. Hocott is a member of one or both of the Partnerships and is domiciled in Haywood County, North Carolina.

86. Defendant Jolene O. Hocott IRA is a member of one or both of the Partnerships and is domiciled in Haywood County, North Carolina.

87. Defendant Phillip A. Hocott IRA is a member of one or both of the Partnerships and is domiciled in Haywood County, North Carolina.

88. Hocott Telecom Assoc. is a member of one or both of the Partnerships and is domiciled in Haywood County, North Carolina.

89. Defendant Adam S. Holloway is a member of one or both of the Partnerships and is domiciled in Orange County, California.

90. Alicia N. Holloway Revocable Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

91. Defendant Alicia N. Holloway is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

92. Defendant Kristina Anne Holloway is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

93. Scott W. Holloway Revocable Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

94. Defendant Scott W. Holloway is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

95. Defendant Estate of Varnie M. Holloway, Trustee is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

96. Defendant Estate of Zelda G. Holloway, Trustee is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

97. Defendant Helen F. Holt Revocable Trust is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

98. Defendant Helen F. Holt, Trustee, is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

99. Defendant Janet A. Hooker Charitable Trust is a member of one or both of the Partnerships and is domiciled in Philadelphia County, Pennsylvania.

100. Howard H. & Joyce Horwitz Living Trust DTD 1/27/97 is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

101. Defendant Howard H. Horwitz, Trustee is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

102. Defendant Joyce C. Horwitz, Trustee is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

103. Defendant Joan L. Hughes IRA is a member of one or both of the Partnerships and is domiciled in Volusia County, Florida.

104. Defendant Lawrence Hughes IRA is a member of one or both of the Partnerships and is domiciled in Volusia County, Florida.

105. Defendant Hampton Financial Group, Inc. is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

106. Defendant Herbert Irwig is a member of one or both of the Partnerships and is domiciled in Middlesex County, Massachusetts.

107. Defendant Millie Irwig Account 'A' is a member of one or both of the Partnerships and is domiciled in Middlesex County, Massachusetts.

108. Defendant Millie Irwig Account 'B' is a member of one or both of the Partnerships and is domiciled in Middlesex County, Massachusetts.

109. Defendant Aaron T. Ishikawa, Trustee, is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

110. Defendant Lynette H. Ishikawa, Trustee, is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

111. Alice B. Iuen Revocable Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

112. Defendant Alice B. Iuen, JTWOS and Alice B. Iuen, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

113. Defendant Estate of Ada S. Bickel, JTWOS is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

114. Defendant Marvin F. Iuen, as Trustee, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

115. Defendant Edward M. Jacobs is a member of one or both of the Partnerships and is domiciled in Orange County, Florida.

116. Defendant Kim D. Janicek, Custodian Cody F. Janicek, is a member of one or both of the Partnerships and is domiciled in Nassau County, New York.

117. Defendant Lyle A. Johnson is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

118. Defendant Estate of Kenn Jorden ITF Corchia is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

119. Defendant Estate of Kenn Jorden is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

120. Defendant JS&P General Partnership is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

121. Defendant James Judd is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

122. Defendant Valerie Bruce Judd is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

123. Defendant Shirley L. Kittelson is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

124. Defendant Jack Kleinmann IRA is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

125. Defendant Lakeside Forest General Partnership is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

126. Defendant C. Paul Lambert is a member of one or both of the Partnerships and is domiciled in Seminole County, Florida.

127. Defendant Rose M. Lambert is a member of one or both of the Partnerships and is domiciled in Seminole County, Florida.

128. Defendant Emilie Leonardi is a member of one or both of the Partnerships and is domiciled in Suffolk County, New York.

129. Defendant Stanley Leonardi is a member of one or both of the Partnerships and is domiciled in Suffolk County, New York.

130. Defendant Rosemary Leo-Sullivan is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

131. Defendant Beverly B. Lewis is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

132. Defendant Nancy V. Lozito is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

133. Defendant Donna Moss is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

134. Defendant Margaret Lipworth is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

135. Defendant Dora F. Long is a member of one or both of the Partnerships and is domiciled in Pinellas County, Florida.

136. Defendant Richard P. Long is a member of one or both of the Partnerships and is domiciled in Pinellas County, Florida.

137. Defendant Dortha Marema, also known as Dorothea V. Marema, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

138. Defendant Rita M. Marema is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

139. Defendant Marguerite Marinaro, also known as Marguerite Orofino, is a member of one or both of the Partnerships and is domiciled in Suffolk County, New York.

140. Steven Marinaro is a member of one or both of the Partnerships and is domiciled in Suffolk County, New York.

141. Defendant Richard C. Masters, Jr. is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

142. Defendant Therese Matagaras, also known as Therese Jones, is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

143. Defendant Ames S. McGarey is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

144. Defendant Catharine B. McGarey, is a member of one or both of the Partnerships and is domiciled in Maricopa County, Arizona.

145. Defendant Christie C. McGarey is a member of one or both of the Partnerships and is domiciled in Maricopa County, Arizona.

146. Defendant Louis McIlvaine, also known as Louise McIlvaine, Trustee, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

147. Defendant Marion L. Mercer is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

148. Defendant Dr. Edward D. Michaelson is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

149. Susan M. Michaelson is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

150. Defendant Susan Michaelson Trust UTD 2/8/05 is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

151. Defendant Martha Mohr-Franta is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

152. Defendant Paul H. Mueller is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

153. Defendant Karen Newman is a member of one or both of the Partnerships and is domiciled in Suffolk County, New York.

154. Defendant Marcio S. Oliveira is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

155. Defendant Jamile C. Nogueira is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

156. Defendant Darlene O'Neal, also known as Darlene A. O'Neal, is a member of one or both of the Partnerships and is domiciled in Duvall County, Florida.

157. Defendant Louis S. O'Neal, also known as Louis S. O'Neal, Jr. is a member of one or both of the Partnerships and is domiciled in Duvall County, Florida.

158. Defendant Paul Paolizzi is a member of one or both of the Partnerships and is domiciled in Dutchess County, New York.

159. Defendant Tina Paolozzi is a member of one or both of the Partnerships and is domiciled in Dutchess County, New York.

160. Defendant Beverly J. Payne is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

161. Bette Anne Peltzer is a member of one or both of the Partnerships and is domiciled in Citrus County, Florida.

162. Defendant Gail Podwill is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

163. Defendant Robert R. Podwill is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

164. Defendant Michael J. Podwill is a member of one or both of the Partnerships and is domiciled in Westchester County, New York.

165. Defendant Jeffrey W. Posser is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

166. Defendant Estate of Joan M. Posser is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

167. Defendant Estate of Greg Powell is a member of one or both of the Partnerships and is domiciled in Union County, Georgia.

168. Defendant Bette Anne Powell is a member of one or both of the Partnerships and is domiciled in Union County, Georgia.

169. Defendant Estate of Glen O. Powell is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

170. Defendant Barbara J. Powell is a member of one or both of the Partnerships and is domiciled in Flagler County, Florida.

171. Defendant Harvey L. Powell is a member of one or both of the Partnerships and is domiciled in Duval County, Florida.

172. Defendant Yvonne E. Powell is a member of one or both of the Partnerships and is domiciled in Duval County, Florida.

173. Defendant Elizabeth A. Powell is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

174. Defendant Bette Anne Powell IRA is a member of one or both of the Partnerships and is domiciled in Union County, Georgia.

175. Defendant Edna A. Profe Revocable Living Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

176. Defendant Paul A. Profe Revocable Living Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

177. Defendant Irwin B. Reed, as Trustee, is a member of one or both of the Partnerships and is domiciled in Lake County, Florida.

178. Defendant Mildred R. Richardson, Trustee, is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

179. Defendant Mary N. Reed, as Trustee is a member of one or both of the Partnerships and is domiciled in Lake County, Florida.

180. Defendant Lynn Rose, also known as Lynn Rosen, also known as Lynn Lauder, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

181. Defendant Saul Rosen is a member of one or both of the Partnerships and is domiciled in New York County, New York.

182. Defendant Garry Rothbaum is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

183. Defendant Nancy A. Rothbaum is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

184. Defendant Mica Roughton is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

185. Defendant Phil Roughton is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

186. Defendant Lucille Rowlette is a member of one or both of the Partnerships and is domiciled in Sumter County, Florida.

187. Defendant Nicholas Rutsis is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

188. Defendant Patti Rutsis is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

189. Defendant Carmelo Santamaria is a member of one or both of the Partnerships and is domiciled in Orange County, Florida.

190. Defendant Bertha Santamaria is a member of one or both of the Partnerships and is domiciled in Orange County, Florida.

191. Defendant Estate of Gary B. Siegal is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

192. Defendant Angela M. Silecchia, also known as Angela Silecchia, is a member of one or both of the Partnerships and is domiciled in Marion County, Florida.

193. Defendant Debra Silecchia is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

194. Defendant Kathryn Silecchia is a member of one or both of the Partnerships and is domiciled in Marion County, Florida.

195. Defendant Bess L. Siwan is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

196. Defendant Lisa I. Sliwa is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

197. Defendant Jeffrey S. Sliwa is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

198. Defendant Catharine B. Smith is a member of one or both of the Partnerships and is domiciled in Martin County, Florida.

199. Defendant Barry C. Smith is a member of one or both of the Partnerships and is domiciled in Martin County, Florida.

200. Defendant SPJ Investments, Ltd. is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

201. Defendant Joseph A. Speizio, also known as Joseph Speizio, is a member of one or both of the Partnerships and is domiciled in Suffolk County, New York.

202. Defendant Ann M. Sullivan, beneficiary Michael D. Sullivan, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

203. Defendant Ann Sullivan is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

204. Defendant L. Gail Sullivan is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

205. Defendant Mary Jo Sullivan is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

206. Defendant Michael Sullivan is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

207. Defendant Michael D. Sullivan is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

208. Defendant Marilyn A. Swiger is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

209. Defendant Harry G. Tangalakakis is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

210. Defendant Alice B. Taylor is a member of one or both of the Partnerships and is domiciled in Collier County, Florida.

211. Defendant Jess L. Taylor is a member of one or both of the Partnerships and is domiciled in Collier County, Florida.

212. Defendant Telecom Associates Profit Sharing Trust Account is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

213. Defendant Estate of Vivianne Walker is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

214. Defendant Cindy Wallick is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

215. Defendant Gregg Wallick is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

216. Defendant Wallick Family Educational Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

217. Defendant Estate of James R. Walsh is a member of one or both of the Partnerships and was domiciled in Broward County, Florida.

218. Defendant Kathleen M. Walsh, also known as Kathleen Walsh, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

219. Defendant Kathy G. Walsh, also known as Kathy G. Walsh POD David Walsh, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

220. Defendant Robert G. Walsh Family Trust #1, also known as Robert Walsh Family Trust #1, is a member of one or both of the Partnerships and is domiciled in Erie County, New York.

221. Defendant Robert G. Walsh Family Trust #2 is a member of one or both of the Partnerships and is domiciled in Erie County, New York.

222. Defendant Estate of Alvin S. Weaver is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

223. Defendant Jennifer J. Weber is a member of one or both of the Partnerships and believed to have some connection to Broward County, Florida.

224. Defendant Anne W. Wensel IRA is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

225. Defendant Estate of Bette West is a member of one or both of the Partnerships and was domiciled in Citrus County, Florida.

226. Defendant Estate of Richard West, also known as Richard F. West, is a member of one or both of the Partnerships and was domiciled in Citrus County, Florida.

227. Defendant Elsa Williams Trust is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

228. Defendant Mary E. Williams, as Personal Representative, also known as John Williams, Trust, is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

229. Defendant Evelyn L. Willis is a member of one or both of the Partnerships and is domiciled in Polk County, Florida.

230. Defendant Eileen W. Willis, also known as Eileen W. Wills, is a member of one or both of the Partnerships and is domiciled in Polk County, Florida.

231. Defendant Richard J. Willis, Jr., also known as Richard J. Wills, is a member of one or both of the Partnerships and is domiciled in Polk County, Florida.

232. Defendant Barbara Wirick, also known as Barbara B. Wirick, is a member of one or both of the Partnerships and is domiciled in Jefferson County, Florida.

233. Defendant Estate of George Wirick is a member of one or both of the Partnerships and is domiciled in Thomas County, Georgia.

234. Defendant Jack B. Wirick is a member of one or both of the Partnerships and is domiciled in Jefferson County, Florida.

235. Defendant Mark D. Wirick IRA is a member of one or both of the Partnerships and is domiciled in Jefferson County, Florida.

236. Defendant James E. Yonge, as Trustee, is a member of one or both of the Partnerships and is domiciled in Duval County, Florida.

237. Defendant Elisabeth Zittel is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

238. Defendant Andrea J. Acker is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

239. Defendant Ande Anderten is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

240. Defendant John F. Bogaert, also known as John P. Bogaert, is a member of one or both of the Partnerships and is domiciled in Okeechobee County, Florida.

241. Defendant Pamela S. Bogaert is a member of one or both of the Partnerships and is domiciled in Okeechobee County, Florida.

242. Defendant Dorothy K. Bulger is a member of one or both of the Partnerships and is domiciled in Okeechobee County, Florida.

243. Defendant Carone Family Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

244. Defendant Carone Gallery, Inc. Pension Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

245. Defendant Carone Marital Trust #1 UTD 1/26/00 is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

246. Defendant Carone Marital Trust #2 UTD 1/26/00 is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

247. Defendant Matthew D. Carone Revocable Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

248. Defendant Centro De Capacitacao Da Juventude, also known as Centro de Capacitacao da Juventude – CCJ is a member of one or both of the Partnerships and is domiciled in Queens, New York.

249. Defendant Centro de Capacitacao da Juventude – CCJ Development is a member of one or both of the Partnerships and is domiciled in Queens, New York.

250. Defendant Robin L. Costa, also known as Robin Costa, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

251. Defendant Congregation of the Holy Ghost, Western Province, Inc. is a member of one or both of the Partnerships and is domiciled in Allegheny County, Pennsylvania.

252. Defendant James H. Crowe, also known as James Crowe, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

253. Defendant Brigitte Crowe is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

254. Defendant Estate of Crowley, Jonathan Crowley, Beneficiary, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

255. Defendant Bruce E. Cummings, also known as Bruce Cummings, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

256. Defendant Lynn P. Cummings, also known as Lynn Cummings, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

257. Defendant Ana De Elejalde is a member of one or both of the Partnerships and is domiciled in Los Angeles County, California.

258. Defendant Fernando de Elejalde is a member of one or both of the Partnerships and is domiciled in Los Angeles County, California.

259. Defendant Lauren Disbury is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

260. Defendant Sandra Dydo, also known as Sandra W. Dydo, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

261. Defendant Joyce Forte is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

262. Paul J. Frank Revocable Living Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

263. Defendant Paul J. Frank is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

264. Myra Friedman is a member of one or both of the Partnerships and is domiciled in Berkshire County, Massachusetts.

265. Defendant Myra Friedman Revocable Trust is a member of one or both of the Partnerships and is domiciled in Berkshire County, Massachusetts.

266. Defendant Group Benefit Consultants, Inc. is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

267. Defendant Calla Gutter, also known as Calla Gutter, as TEN ENT, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

268. Defendant Marvin Gutter, as TEN ENT, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

269. Defendant Holy Ghost Fathers HG-Mombasa, also known as Holy Ghost Fathers – Mombasa, is a member of one or both of the Partnerships and is domiciled in Hudson County, New Jersey.

270. Defendant Holy Ghost Fathers HG-SW Brazil, also known as Holy Ghost Fathers – Southwest Brazil, is a member of one or both of the Partnerships and is domiciled in Queens County, New York.

271. Holy Ghost Fathers of Ireland is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

272. Defendant Holy Ghost Fathers HG-Ireland, Inc. domiciled in Queens County, New York, also known as Holy Ghost Fathers of Ireland, Inc. and Holy Ghost Fathers of Ireland,

Inc. (new 2008), and Holy Ghost Fathers of Ireland, Inc. (Fr., Olin – Dublin), is a member of one or both of the Partnerships and is domiciled in San Mateo County, California.

273. Defendant Holy Ghost Fathers Pastoral Juvenil is a member of one or both of the Partnerships and is domiciled in Sao Paulo, Brazil.

274. Defendant Holy Ghost Fathers Compassion Fund is a member of one or both of the Partnerships and is domiciled in Dublin Ireland.

275. Defendant Holy Ghost Fathers – Congress is a member of one or both of the Partnerships and is domiciled in Dublin, Ireland.

276. Defendant Holy Ghost Fathers of Ireland – Kenema Parish is a member of one or both of the Partnerships and is domiciled in Queens County, New York.

277. Defendant Holy Ghost Fathers International Fund Account #1 is a member of one or both of the Partnerships and is domiciled in Montgomery County, Maryland.

278. Defendant Holy Ghost Fathers International Fund Account #2 is a member of one or both of the Partnerships and is domiciled in Montgomery County, Maryland.

279. Defendant Joan Hughs, also known as Joan Hughes, is a member of one or both of the Partnerships and is domiciled in Volusia County, Florida.

280. Defendant Charles L. Jordan is a member of one or both of the Partnerships and is domiciled in Scotland County, North Carolina.

281. Defendant James A. Jordan Living Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

282. Defendant Rev. Leonard L. Kalin is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

283. Defendant Kelco Foundation, Inc. is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

284. Defendant Fr. Vincent T. Kelly, also known as Vincent T. Kelly, Reverend Monsignor, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

285. Defendant Vincent T. Kelly Irrevocable Trust, also known as Kelly Trust, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

286. Defendant Jack H. Kleinman – Account No. 1 is a member of one or both of the Partnerships and is domiciled in Montgomery County, Maryland.

287. Defendant Jack H. Kleinman – Account No. 2 is a member of one or both of the Partnerships and is domiciled in Montgomery County, Maryland.

288. Henry C. & Irmgard M. Loehler Trust is a member of one or both of the Partnerships and is domiciled in Zeist, The Netherlands.

289. Defendant Henry C. Koehler, Trustee is a member of one or both of the Partnerships and is domiciled in Zeist, The Netherlands.

290. Defendant Irmgard M. Koehler, Trustee, is a member of one or both of the Partnerships and is domiciled in Zeist, The Netherlands.

291. Defendant Adam C. Langley is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

292. Defendant Tonya K. Langley is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

293. Defendant Madeline Lavender is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

294. Defendant Martin Lavender is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

295. Defendant Gerald Login is a member of one or both of the Partnerships and is domiciled in New York County, New York.

296. Defendant Whitney M. Marema, also known as Whitney Wilhide Marema, is a member of one or both of the Partnerships and is domiciled in St. Johns County, Florida.

297. Defendant Benjamin Millman is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

298. Defendant Evelyn S. Millman is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

299. Defendant Alexander E. Molchan, Trustee UTD 5-19-94 is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

300. Defendant Janet B. Molchan Trustee UTD 5-19-94 is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

301. Defendant Janet E. Molchan is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

302. Defendant Susan E. Molchan is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

303. Defendant Thomas A. Whiteman is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

304. Defendant Burt Moss, also known as Burt Moss TEN ENT, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

305. Defendant Burt Moss & Associates, Inc. 401K Plan is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

306. Defendant Susan Moss, also known as Susan Moss TEN ENT, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

307. Defendant Abraham Newman is a member of one or both of the Partnerships and is domiciled in Orange County, Florida.

308. Defendant Rita Newman is a member of one or both of the Partnerships and is domiciled in Orange County, Florida.

309. Defendant Mary Ellen Nickens is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

310. Defendant Nicholas O’Gorman is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

311. Defendant Mary O’Gorman is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

312. Defendant Paragon Ventures, Ltd. is a member of one or both of the Partnerships and is domiciled in Salzburg, Austria.

313. Defendant Paroquia de Santa Luzia is a member of one or both of the Partnerships and is domiciled in San Mateo County, California.

314. Defendant Frank G. Perkins, also known as Frank Perkins, Jr., is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

315. Defendant Patricia J. Perkins, also known as Patricia Perkins, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

316. Defendant Robert Plati is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

317. Defendant Susan King K. Plati Revocable Trust, also known as Suzanne King Plati Revocable Trust, is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

318. Defendant Suzanne Plati is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

319. Defendant Projeto Esperanca de Sao Miguel Paulista is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

320. Defendant Edith Rosen is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

321. Defendant Sam Rosen is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

322. Defendant Abraham Saland is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

323. Defendant Shirley Saland is a member of one or both of the Partnerships and is domiciled in Palm Beach County, Florida.

324. Defendant Susan M. Shaheen is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

325. Defendant Victor G. Shaheen is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

326. Defendant Alex Shanks is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

327. Defendant Angela Shanks is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

328. Defendant Solutions in Tax, Inc. is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

329. Defendant Robert A. Uchin Revocable Trust is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

330. Defendant Dorothy J. Vause is a member of one or both of the Partnerships and is domiciled in Okeechobee County, Florida.

331. Defendant Susan M. Willis is a member of one or both of the Partnerships and is domiciled in Polk County, Florida.

332. Defendant W. Waite Willis, Jr. is a member of one or both of the Partnerships and is domiciled in Polk County, Florida.

333. Defendant Cath. G. Walden Rev. Trust DTD 2/12/98, Catherine G. Walden Trustee, is a member of one or both of the Partnerships and is domiciled in Boone County, Missouri.

334. Defendant Robert G. Walsh Family Trust #3 is a member of one or both of the Partnerships and is domiciled in Erie County, New York.

335. Defendant Robert G. Walsh Family Trust #4 is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

336. Defendant Walsh Family Trust #1 is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

337. Defendant Walsh Family Trust #2 is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

338. Defendant Walsh Family Trust #3 is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

339. Defendant Alexander Whiteman is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

340. Defendant Daniel Whiteman is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

341. Defendant Thomas Whiteman is a member of one or both of the Partnerships and is believed to have some connection to Broward County, Florida.

342. Defendant Rebekah Wills is a member of one or both of the Partnerships and is domiciled in Highlands County, Florida.

343. Defendant Richard Wills, Jr., also known as Richard J. Willis, Jr. is a member of one or both of the Partnerships and is domiciled in Polk County, Florida.

344. Defendant Mark Wirick is a member of one or both of the Partnerships and is domiciled in Jefferson County, Florida.

345. Defendant Trisha Wirick is a member of one or both of the Partnerships and is domiciled in Leon County, Florida.

346. Defendant Elaine Ziffer is a member of one or both of the Partnerships and is domiciled in Broward County, Florida.

347. Defendant Sybil Wirick is a member of one or both of the Partnerships and is domiciled in Thomas County, Georgia.

348. Defendant Robert B. Chase McGarey is a member of one or both of the Partnerships and is domiciled in Maricopa County, Arizona.

Guardian Angel Trust, LLC Defendants

349. Defendant Elizabeth Anderson Rev. Living Trust is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

350. Defendant Karen S. Audet IRA-NTC & Co Custodian is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

351. Defendant Grace Barcroft Trust is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

352. Defendant Jane Gray Solomon Trust f/k/a Jane Beach is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Lycoming County, Pennsylvania.

353. Defendant Wallace S. Bell Trustee is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Palm Beach County, Florida.

354. Defendant Marilyn Blithe IRA is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

355. Defendant Ruth Bria is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Alameda County, California.

356. Defendant Walter M. Buckley is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

357. Defendant Brenda J. Buckley is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

358. Defendant Brenda J. Buckley IRA-NTC & Co. Custodian for is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

359. Defendant Walter Buckley IRA-NTC & Co. Custodian is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

360. Defendant Regina Carle is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Coweta County, Georgia.

361. Defendant Brenda J. Chapman is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

362. Defendant Patrick Cooney is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Fulton County, Georgia.

363. Defendant Patricia Cooney is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Fulton County, Georgia.

364. Defendant Melissa Donelson is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Denton County, Texas.

365. Defendant M. Carolyn Dunkle a/k/a Carolyn M. Dunkle is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

366. Defendant Donald A. Dunkle is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

367. Defendant Sharon Falls is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

368. Defendant Sherry Frank ITF D. Leonard is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

369. Defendant Sherry Frank ITF B. Smith is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

370. Defendant Sherry Frank ITF C. Leonard is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

371. Defendant Cynthia Freels IRA is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Cumberland County, Tennessee.

372. Defendant Harold Paul Freels IRA is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Cumberland County, Tennessee.

373. Defendant Cynthia Freels is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Cumberland County, Tennessee.

374. Defendant Paul Freels is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Cumberland County, Tennessee.

375. Defendant Mike Goff Custodian for Riley A. Goff, UGMA is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Jefferson County, Alabama.

376. Defendant Adaline Gennett is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

377. Defendant Martha S. Gennett is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

378. Defendant Martha S. Gennett IRA-NTC & Co Custodian is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

379. Defendant for Martha S. Gennett Roth IRA-NTC & Co Custodian is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

380. Defendant Lila R. Goodman is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

381. Defendant Estate of Frank Jacob is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

382. Defendant Jenina Jacob is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

383. Defendant Matthew Jacob is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

384. Defendant Matthew F. V. Jacob is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

385. Defendant Michael F. Jacob is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Wake County, North Carolina.

386. Defendant Robert S. Jacob is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Johnson County, Kansas.

387. Defendant Steve Jacob is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

388. Defendant Andrea King is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Lee County, Florida.

389. Defendant Russell King is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Lee County, Florida.

390. Defendant Susan Kovach ITF Joan Kovack Martin is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

391. Defendant Debra McMurtrey IRA-NTC & Co Custodian is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

392. Defendant Fred McMurtrey is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

393. Defendant Fred McMurtrey IRA-NTC & Co Custodian is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

394. Defendant Martha Mohr-Franta is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

395. Defendant Natale Barbara Trust is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

396. Defendant Trisha Nichols is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

397. Defendant Scott S. Patience is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

398. Defendant Edith Pillsbury is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Washington County, Oregon.

399. Defendant Corrinne G. Playso is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

400. Defendant Paul A. Profe Credit Shelter Trust is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

401. Defendant Charles M. Rowan IRA-NTC & Co Custodian is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

402. Defendant Donna Jean Rowan IRA-NTC & Co Custodian is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

403. Defendant Adele Rynkiewicz ITF Rynne Rynkiewicz is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

404. Defendant Ellen W. Sanders a/k/a Ellen W. Sanders c/o Marthas S. Gennett and Anne Sanders is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

405. Defendant E. Anne Sanders is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in King County, Washington.

406. Defendant Craig Snyder is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

407. Defendant Craig Snyder Medicaid Trust is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

408. Defendant Stepelton Advisors, Inc. is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

409. Defendant David Stepelton is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

410. Defendant David W. Stepelton Family Trust is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

411. Defendant Don Stepelton Trust is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

412. Defendant Douglas A. Stepelton is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

413. Defendant Virlee Stepelton is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

414. Defendant Douglas Stepelton Trust is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

415. Defendant Laree M. Stepelton is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

416. Defendant Sean Stepelton is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

417. Defendant Christina P. Strobel Trust is a member of Guardian Angel Trust, LLC, which is a member of one or both of the Partnerships, and is domiciled in Broward County, Florida.

418. Defendant Edward J. Strobel Trust is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

419. Defendant Catherine Sullivan IRA-NTC & Co Custodian is a member of Guardian Angel Trust, LLC, which is a partner of S&P Partnership, and is domiciled in Denver County, Colorado.

SPJ Investments, Ltd Defendants

420. Defendant Gary Bizzell is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida

421. Defendant Kathryn L. Babcock is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

422. Defendant James Caplinger is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Greenbrier County, West Virginia.

423. Defendant Michelle Anne Carter is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Alachua County, Florida.

424. Defendant Melanie D. Cooksey is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Polk County, Florida.

425. Defendant John F. Combs is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Martin County, Florida.

426. Defendant Jennifer Cooney Stepelton is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida

427. Defendant Nancy L. Cowan is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

428. Defendant Fernando M. Esteban is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Nantucket County, Massachusetts.

429. Defendant Margaret E.K. Esteban is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Nantucket County, Massachusetts.

430. Defendant Sharon Falls is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida

431. Defendant Sherry Frank is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

432. Defendant Lila R. Goodman is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

433. Defendant Wallace M. Goodman is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

434. Defendant Thomas Webb Hamilton is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Cherokee County, Georgia.

435. Defendant Jolene O. Hocott is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Haywood County, North Carolina.

436. Defendant Phillip A. Hocott is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Haywood County, North Carolina.

437. Defendant Don G. Holloway is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Pinellas County, Florida.

438. Defendant Scott W. Holloway is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

439. Defendant Joan Hughes is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Volusia County, Florida.

440. Defendant Lawrence Hughes is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Volusia County, Florida.

441. Defendant James Allen Jordan is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

442. Defendant Jack H. Kleinman is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

443. Defendant Chris P. Lambert III is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Seminole County, Florida.

444. Defendant Beverly Bass Lewis is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

445. Defendant Richard P. Long is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Pinellas County, Florida.

446. Defendant Dorothea V. Marema IRA is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

447. Defendant Rita M. Marema IRA is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Palm Beach County, Florida.

448. Defendant Robert T. Marema is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

449. Defendant Marilyn K. Mick is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Martin County, Florida.

450. Defendant Robert G. Mick is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Martin County, Florida.

451. Defendant Burton H. Moss IRA is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

452. Defendant Louis S. O'Neal Jr. is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Duval County, Florida.

453. Defendant Bette Anne Powell a/k/a Bette Anne Peltzer is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Hernando County, Florida.

454. Defendant Harvey L. Powell is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Duval County, Florida.

455. Defendant Frances W. Ragsdale is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Brevard County, Florida.

456. Defendant Vernice D. Ragsdale is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Brevard County, Florida.

457. Defendant Densel L. Raines is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Palm Beach County, Florida.

458. Defendant Marvin Seperson is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

459. Defendant Brett Stepelton is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

460. Defendant Sean Stepelton is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

461. Defendant Arthur Thilem is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is believed to have some connection to Broward County, Florida.

462. Defendant Sharon L. Tiner is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

463. Defendant Cindy Wallick is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

464. Defendant Anne W. Wensel a/k/a Anne W. Wensel c/o personal representative Mabel Wimer is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Broward County, Florida.

465. Defendant Whitney M. Marema a/k/a Whitney M. Wilhide is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in St. Johns County, Florida.

466. Defendant Mark Wirick is a partner in SPJ Investments, Ltd., which is a partner of S&P Partnership, and is domiciled in Jefferson County, Florida.

Additional Facts

467. The Partnerships were formed pursuant to written partnership agreements dated as of December 11, 1992.

468. In 1994, the partnership agreements were amended.

469. A true and accurate copy of the Amended and Restated Partnership Agreement of S&P is attached hereto and incorporated herein as Exhibit "A".

470. A true and accurate copy of the Amended and Restated Partnership Agreement of P&S is attached hereto and incorporated herein as Exhibit "B".

471. The Amended and Restated Partnership Agreement of P&S together with the Amended and Restated Partnership Agreement of S&P shall be referred to together as the "Partnership Agreements."

472. The Partnership Agreements provide that they are to be governed by and constructed in accordance with Florida law.

473. The Partnerships were formed so that each of the Partners could deposit money with one of the Partnerships for the purpose of depositing the funds with BLMIS for the purchase of securities, and each of the Partnerships deposited the Partners' money with BLMIS for that purpose.

474. S&P opened Account No. 1ZA874-3-0 with BLMIS.

475. P&S opened Account No. 1ZA873-3-0 with BLMIS.

476. On December 11, 2008, the United States Securities and Exchange Commission filed a complaint in the United States District Court for the Southern District of New York ("SDNY") against BLMIS and Bernard L. Madoff.

477. Thereafter, a liquidation proceeding was commenced in the SDNY Bankruptcy Court pursuant to the Securities Investors Protection Act ("SIPA").

478. The SDNY Bankruptcy Court approved the application of the Securities Investors Protection Corporation ("SIPC") for the appointment of Picard, as Trustee for the liquidation of BLMIS (the "Trustee").

479. On February 24, 2009, P&S filed a SIPC claim in the BLMIS liquidation in the amount of \$18,180,533.93, representing the November 30, 2008 balance in the S&P Account (the "P&S Claim").

480. On February 25, 2009, S&P filed a SIPC claim in the BLMIS liquidation in the amount of \$44,768,253.86, representing the November 30, 2008 balance in the S&P Account (the "S&P Claim").

481. The Trustee denied the Partnerships' SIPC Claims.

482. On or about November 12, 2010, the Trustee filed a complaint against S&P and several of its Partners, alleging that S&P received avoidable transfer from BLMIS in the amount of \$325,000.

483. On or about November 12, 2010, the Trustee filed a complaint against P&S and one of its Partners, alleging that P&S received avoidable transfer from BLMIS in the amount of \$800,000.

484. On or about June 1, 2012, the Trustee and the partnerships entered into settlement agreements resolving, among other things, the Partnership's SIPC claims and the Trustee's avoidance claims.

485. A true and accurate copy of the settlement agreement between the Trustee and S&P (the "S&P Settlement Agreement") is attached hereto and incorporated herein as Exhibit "C."

486. A true and accurate copy of the settlement agreement between the Trustee and P&S (the "P&S Settlement Agreement") is attached hereto and incorporated herein as Exhibit "D." The S&P Settlement Agreement and the P&S Settlement Agreement shall be referred to together as the "Settlement Agreements."

487. The Settlement Agreements provide that all settlement payments to the Partnerships shall be made to the law firm of Becker & Poliakoff LLP (the "Firm").

488. As a result of the S&P Settlement Agreement, the Trustee has allowed the claim of S&P in the amount of \$10,131,036, representing the net investment over the life of the S&P account. The Trustee has made an initial distribution to S&P of 4.602% or \$466,230.28. The Trustee has paid to S&P on behalf of SIPC \$175,000 in partial satisfaction of claim number

00400. In addition, S&P has received \$20,602.37 that had previously been wrongfully frozen by BB&T Bank.

489. As a result of the P&S Settlement Agreement, the Trustee has allowed the claim of P&S in the amount of \$2,406,624.654, representing the net investment over the life of the account. P&S has received \$610,750.87 that had previously been wrongfully frozen by BB&T Bank.

490. The relevant information is summarized as follows:

	S&P Partnership	P&S Partnership
Amount of SIP claim based on 11/30/08 balance	44,768,253.86	18,180,533.93
Amount of allowed claim based on net investment	10,131,036	2,406,624.65
Total paid by Trustee in June 2012	641,230.28	0.00
Total paid by BB&T in June 2012	20,602.37	610,750.87

491. With respect to both S&P and P&S, as the Trustee makes further distributions on the allowed claims, the Partnerships will receive additional funds. It is not known whether the Trustee will pay 100% of the allowed claims, or some lesser percentage.

492. All of the funds now held by the Conservator (the “Funds”) are to be distributed to the Partners except for the legal fees incurred by the Partnerships in the process of distributing the funds, including the fees incurred in this litigation.

THE CONTROVERSY

493. The Partnership appointed the Firm as disbursement agent for the Funds, with instructions to distribute the Funds as quickly as possible.

494. The Partnership Agreements provide for distribution to partners based on the amount in their “capital account,” which is the balance reflected on their last statement received from the Partnership.

495. Contrary to the distribution methodology mandated by the Partnership Agreements, the Second Circuit Court of Appeals has held that, under SIPA, the Trustee has the discretion to ignore each account holder's last statement balance and allow claims, for purpose of entitlement of up to \$500,000 in SIPC insurance and for purpose of distributions from the fund of customer property, solely in the amount of the net investment of the account holder over the life of the account, giving no credit for the time value of money. *In re Bernard L. Madoff Investment Securities, LLC*, 654 F. 3d 229 (2d Cir. 2011). Thus, a partner who invested \$100,000 in 1992 and took out \$100,000 in the period between 1992 - 2008, has a claim for \$0 and thus is not entitled to any SIPC insurance, regardless of the balance on his last statement.

496. Some of the Partners of each of the Partnerships want the distribution to be made on the basis of the final statement they received from the Partnership. Other Partners want the distribution to be made on the basis of the net investment of each Partner over the life of the investment.

497. There is a real controversy between the distribution methodology set forth in the Partnership Agreements and the methodology the Second Circuit approved for purposes of entitlement to SIPC insurance.

498. In late June 2012, the Firm wrote letters to each of the Partners advising of the foregoing and asking each Partner to indicate which of the two methodologies he requested for distribution. In general, Partners chose the methodology that paid them the highest amount.

499. There is no agreement among the Partners as to which methodology should be used to distribute the Funds.

500. Although the Conservator is anxious to distribute the funds as quickly as possible, the Firm was concerned that it would be sued if it chose one method of distribution over the other by the aggrieved Partners.

COUNT I

DECLARATORY RELIEF

501. Plaintiffs repeat the allegations heretofore stated.

502. At all times material hereto, there was in full force and effect Fla. Sta. §§ 86.011 – 86.111 (“Florida Declaratory Judgments Act”).

503. The Plaintiffs and Defendants are parties to the Partnership Agreements and are uncertain as to their rights regarding the proper distribution of the Funds.

504. In accordance with the Florida Declaratory Judgments Act, the Plaintiffs request that the Court direct them as to the appropriate method for distribution of the Funds.

COUNT II

INTERPLEADER

505. Plaintiffs repeat the allegations heretofore stated.

506. The Defendants’ claims to the subject property all arise from a common origin.

507. The Defendants all claim an interest in the subject property.

508. The Plaintiffs have no interest in the subject property, except for the proper allocation among the Defendants of the property.

509. The Plaintiffs are in a position of indifference, having no independent liability to any of the Defendants, are merely a stakeholder of the Defendants’ property, and may be exposed to multiple liabilities unless the property is properly distributed among the Defendants.

COUNT III

INJUNCTION

510. Plaintiffs repeat the allegations heretofore stated.

511. After service of the complaint in this action, some of the defendants, specifically Matthew Carone, as Trustee for the Carone Marital Trust #2 UTD 1/26/00, Carone Gallery, Inc. Pension Trust, Carone Family Trust, Carone Marital Revocable Trust, James Jordan, as Trustee for the James A. Jordan Living Trust, Elaine Ziffer, an individual, and Festus and Helen Stacy Foundation, Inc., a Florida corporation (together, the “Broward County Litigants”) instituted an action in Broward County seeking to take control over the Partnerships.

512. The Broward County Litigants assert that they have replaced Michael Sullivan as general partner of the Partnerships pursuant to a meeting of each of the Partnership conducted on August 17, 2012 (the “August 17, 2012 Meetings”).

513. The August 17, 2012 Meetings were improperly held for the following reasons:

514. First, the meetings were improperly noticed.

515. Second, the Broward County Litigants, with full knowledge of this proceeding, effectively took matters into their own hands and, without any ruling from this Court, disenfranchised all partners who, over the course of their investment, took out more money than they put in. In the view of the Broward County Litigants, such partners are not entitled to vote and are not entitled to receive any partnership funds, regardless of any ruling of this Court.

516. Third, the Broward County Litigants improperly counted the votes that were cast.

517. Fourth, the Broward County Litigants obtained some support for their attempt to take over the Partnerships by circulating deliberately false and defamatory information about Mr. Sullivan.

518. Fifth, the Broward County Litigants have sought to replace Mr. Sullivan with a person who is not a general partner and, hence, is not qualified to be the managing general partner of each of the Partnerships.

519. The Broward County Litigants are seeking to circumvent this Court's jurisdiction over the issue of how the Partnership funds should be distributed.

520. The Broward County Litigants are seeking to obtain control over the Partnerships' funds, now being held by the Conservator subject to further order of this Court, so that they can utilize those funds to pay their personal professional fees to pursue their personal litigation agendas.

521. The Partnerships seek an injunction against the Broward County Litigants proceeding with the Broward County action so that the Partnerships' assets can be preserved for distribution to the partners consistent with the rulings of this Court.

522. The Partnerships seek a declaration that the August 17, 2012 meeting were improperly noticed and that the partnership votes were improperly calculated.

COUNT IV

INTERPLEADER CONCERNING GUARDIAN ANGEL TRUST, LLC

523. Plaintiffs repeat the allegations heretofore stated.

524. Count IV is plead only against Guardian Angel Trust, LLC ("Guardian Angel") listed as a defendant in paragraph 76 and the members of Guardian Angel listed as defendants under the subheading "Guardian Angel Trust, LLC Defendants" in paragraphs 349 to 419 (the "Guardian Angel Defendants").

525. Guardian Angel is a partner in S&P. Guardian Angel's business was exclusively limited to investing in S&P.

526. Pursuant to the Conservator's May 31, 2013 motion for summary judgment and order granting same in-part, Guardian Angel is entitled to some distribution from the Partnerships.

527. Upon information and belief, certain of the Guardian Angel Defendants would like distributions from the Partnerships to be paid directly to them, rather than through the managing member of Guardian Angel, Steven Jacob (the "Manager"). The Manager has indicated that he prefers a method which distributes Guardian Angel's distribution from the Partnerships to him to then distribute to the members of Guardian Angel. Certain of Guardian Angel's members have not expressed a position.

528. The Manager is subject to an investigation by the Conservator and is a defendant in a lawsuit brought by the Partnerships.

529. The Guardian Angel Defendants' claim to the subject property arise from a common origin.

530. The Guardian Angel Defendants may all claim an interest in the subject property.

531. The Plaintiffs' principal interest in the subject property, is to see that it is properly distributed to the Guardian Angel Defendants under Court guidance.

532. The Plaintiffs do not have a stake in the eventual outcome, except as previously expressed, have no independent liability to any of the Guardian Angel Defendants, merely hold funds that may be distributed to the Guardian Angel Defendants, and may be exposed to multiple liabilities unless the property is properly distributed among the Guardian Angel Defendants.

COUNT V

INTERPLEADER CONCERNING SPJ INVESTMENTS, LTD

533. Plaintiffs repeat the allegations heretofore stated.

534. Count V is plead only against SPJ Investments, Ltd (“SPJ”) listed as a defendant in paragraph 200 and the partners of SPJ listed as defendants under the subheading “SPJ Investments, Ltd. Defendants” in paragraphs 420 to 466 (the “Guardian Angel Defendants”).

535. SPJ is a partner in S&P. SPJ’s business was exclusively limited to investing in S&P.

536. Pursuant to the Conservator’s May 31, 2013 motion for summary judgment and order granting same in-part, SPJ is entitled to some distribution from the Partnerships.

537. Upon information and belief, certain of the SPJ Defendants would like distributions from the Partnerships to be paid directly to them, rather than through the managing partner of SPJ, Steven Jacob (the “Manager”). The Manager has indicated that he prefers a method which distributes SPJ’s distribution from the Partnerships to him to then distribute to the partners of SPJ. Certain of SPJ’s partners have not expressed a position.

538. The Manager is subject to an investigation by the Conservator and is a defendant in a lawsuit brought by the Partnerships.

539. The SPJ Defendants’ claim to the subject property arise from a common origin.

540. The SPJ Defendants may all claim an interest in the subject property.

541. The Plaintiffs’ principal interest in the subject property, is to see that it is properly distributed to the SPJ Defendants under Court guidance.

542. The Plaintiffs do not have a stake in the eventual outcome, except as previously expressed, have no independent liability to any of the SPJ Defendants, merely hold funds that may be distributed to the SPJ Defendants, and may be exposed to multiple liabilities unless the property is properly distributed among the SPJ Defendants.

PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for an order (a) declaring the proper methodology by which the Conservator should distribute the Funds; (b) that the August 17, 2012 meetings were improperly noticed; (c) that the partnership votes were improperly calculated by the Broward County Litigants; (d) resolving the interpleader dispute of Guardian Angel Trust, LLC; (e) resolving the interpleader dispute of SPJ Investments, Ltd; and (f) for any and all such other and further relief as the Court deems just and proper.

Respectfully submitted this November 14, 2013.

MESSANA, P.A.
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By: /s/ Thomas M. Messana
Thomas M. Messana
Florida Bar No. 991422
Brett D. Lieberman
Florida Bar No. 69583

AMENDED AND RESTATED
PARTNERSHIP AGREEMENT

This AMENDED & RESTATED Partnership Agreement (the "Agreement") is MADE AND ENTERED INTO THIS 21ST DAY OF DECEMBER, 1994 by and among the party or parties whose names and signatures appear personally or by power of attorney at the end of this Agreement and whose addresses are listed on Exhibit "A" annexed hereto (information regarding other Partners will be furnished to a Partner upon written request) (COLLECTIVELY, THE "PARTNERS"). THE TERM "PARTNER" SHALL ALSO APPLY TO ANY INDIVIDUAL WHO, SUBSEQUENT TO THE DATE OF THIS AGREEMENT, JOINS IN THIS AGREEMENT OR ANY ADDENDUM TO THIS AGREEMENT.

WHEREAS, THE PARTNERS, ENTERED A PARTNERSHIP AGREEMENT DATED DECEMBER 11, 1992 ("PARTNERSHIP AGREEMENT"); AND

WHEREAS, PURSUANT TO ARTICLE THIRTEEN OF THE PARTNERSHIP AGREEMENT, THE PARTNERS RESERVED THE RIGHT TO AMEND OR MODIFY IN WRITING AT ANY TIME THE PARTNERSHIP AGREEMENT; AND

WHEREAS, THE PARTNERS BELIEVE IT TO BE IN THEIR BEST INTEREST AND ALSO THE BEST INTEREST OF THE PARTNERSHIP TO AMEND, REVISE AND RESTATE THE TERMS AND CONDITIONS OF THE PARTNERSHIP AGREEMENT.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES MADE HEREIN AND IN CONSIDERATION OF THE BENEFIT TO BE RECEIVED FROM THE MUTUAL OBSERVANCE OF THE COVENANTS MADE HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTNERS AGREE AS FOLLOWS:

Background

The Partners desire to form a general partnership for the purpose of engaging in the business of investing. For and in consideration of the mutual covenants contained herein, the Partners hereby form, create and agree to associate themselves in a general partnership in accordance with the Florida Uniform Partnership Law, on the terms and subject to the conditions set forth below:

ARTICLE ONE

ORGANIZATION

Name

1.01 The activities and business of the partnership shall be conducted under the name S & P Associates, General Partnership (the "Partnership") in Florida, and under any variations of this name that may be necessary to comply with the laws of other states within which the Partnership may do business or make investments.

Organization

1.02 The Partnership shall be organized as a general partnership under the Uniform Partnership Law of the state of Florida. Following the execution of this Agreement, the partners shall execute or cause to be executed and filed any documents or instruments with such authorities that may be necessary or appropriate from time to time to comply with all requirements for the qualification of the Partnership as a general partnership in any jurisdiction.

Place of Business and Mailing Address

1.03 The principle place of business and mailing address of the Partnership shall be located at 6550 North Federal Highway, Suite 210, Ft. Lauderdale, FL 33308, or any such place or places of business that may be designated by the Managing General Partners.

S&P Associates, General
Partnership

EXHIBIT A

ARTICLE TWO

PURPOSE OF THE PARTNERSHIP

By Consent of Partners

2.01 The Partnership shall not engage in any business except as provided in this Agreement without prior written consent of all Partners.

2.02 The general purpose of the Partnership is to invest, in cash or on margin, in all types of marketplace securities, including, without limitation, the purchase and sale of and dealing in stocks, bonds, notes and evidences of indebtedness of any person, firm, enterprise, corporation or association, whether domestic or foreign; bills of exchange and commercial paper; any and all other securities of any kind, nature or description; and gold, silver, grain, cotton or other commodities and provisions usually dealt in on exchanges, on the over-the-counter market or otherwise. In general, without limitation of the above securities, to conduct any commodities, future contracts, precious metal, options and other investment vehicles of whatever nature. The Partnership shall have the right to allow OR TERMINATE a specific broker, or brokers, as selected by fifty-one (51) Percent in interest, not in numbers, of the Partners, and allow such broker, or brokers, AS SELECTED BY FIFTY-ONE PERCENT (51%) IN INTEREST, NOT IN NUMBERS, OF THE PARTNERS, to have discretionary investment powers with the investment funds of the Partnership.

ARTICLE THREE

DURATION

Date of Organization

3.01 The Partnership shall begin on January 1, 1993 and shall continue until dissolved as specifically provided in this Agreement or by applicable law.

ARTICLE FOUR

CAPITAL CONTRIBUTIONS

Initial Contributions

4.01 The Partners acknowledge that each Partner shall be obligated to contribute and will, on demand, contribute to the Partnership the amount of cash set out opposite the name of each Partner on Exhibit A as an initial capital contribution.

Additional Contributions

4.02 No Partner shall be required to contribute any capital or lend any funds to the Partnership except as provided in Section 4.01 or as may otherwise be agreed on by all of the Partners.

Contributions Secured

4.03 Each Partner grants to the Managing General Partners a lien on his or her interest in the Partnership to secure payment of all contributions and the performance of all obligations required or permitted under this agreement.

No Priority

4.04 No Partner shall have any priority over any other Partner as to allocations of profits, losses, dividends, distributions or returns of capital contributions, and no Partner shall be entitled to withdraw any part of their capital contribution without at least THIRTY (30) DAYS written notice.

Capital Accounts

4.05 An individual capital account shall be maintained for each Partner. The capital account shall consist of that Partner's initial capital contribution:

- increased by his or her additional contributions to capital and by his or her share of Partnership profits transferred to capital; and
- decreased by his or her share of partnership losses and by distributions to him or her in reduction of his or her capital.

No Interest on Capital

No Partner shall be entitled to interest on his or her contribution to capital of the Partnership.

ARTICLE FIVE

ALLOCATIONS AND DISTRIBUTIONS

Allocation of Profits and Losses

5.01 The capital gains, capital losses, dividends, interest, margin interest expense, and all other profits and losses attributable to the Partnership shall be allocated among the Partners IN THE RATIO EACH PARTNER'S CAPITAL ACCOUNT BEARS TO THE AGGREGATE TOTAL CAPITAL CONTRIBUTION OF ALL THE PARTNERS ON AN ACTUAL DAILY BASIS COMMENCING ON THE DATE OF EACH PARTNER'S ADMISSION INTO THE PARTNERSHIP AS FOLLOWS: TWENTY PERCENT (20%) TO THE MANAGING GENERAL PARTNERS AND EIGHTY PERCENT (80%) TO THE PARTNERS.

DISTRIBUTIONS

5.02 Distributions of PROFITS shall be made at least once per year, and may be made at such other time as the Managing General Partners shall in their sole discretion determine, and upon the Partnership's termination. Partners shall also have the election to receive such distributions within ten (10) days after the end of each calendar quarter, or to have such distributions remain in the Partnership, thus increasing the Partner's capital contribution. CASH FLOW SHALL BE DISTRIBUTED AMONG ALL THE PARTNERS, IN THE RATIO EACH PARTNER'S CAPITAL ACCOUNT BEARS TO THE AGGREGATE TOTAL CAPITAL CONTRIBUTION OF ALL THE PARTNERS ON AN ACTUAL DAILY BASIS COMMENCING ON THE DATE OF EACH PARTNER'S ADMISSION INTO THE PARTNERSHIP, FOR ANY FISCAL YEAR AS FOLLOWS: TWENTY PERCENT (20%) TO THE MANAGING GENERAL PARTNERS AND EIGHTY PERCENT (80%) TO THE PARTNERS.

ARTICLE SIX

OWNERSHIP OF PARTNERSHIP PROPERTY

Title to Partnership Property

6.01 All property acquired by the Partnership shall be owned by and in the name of the Partnership, that ownership being subject to the other terms and conditions of this Agreement. Each Partner expressly waives the right to require partition of any Partnership property or any part of it. The Partners shall execute any documents that may be necessary to reflect the Partnership's ownership of its assets and shall record the same in the public offices that may be necessary or desirable in the discretion of the Managing General Partner.

ARTICLE SEVEN

FISCAL MATTERS

Title to Partnership Property Accounting

7.01 A complete and accurate inventory OF THE PARTNERSHIP shall be taken BY THE MANAGING GENERAL PARTNERS, and a complete and accurate statement of the condition of the Partnership shall be made and an accounting among the Partners shall be MADE ANNUALLY per fiscal year BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTING FIRM. NOT LATER THAN NINETY (90) DAYS AFTER THE END OF THE PARTNERSHIP'S FISCAL YEAR THE PARTNERSHIP'S INDEPENDENT PUBLIC ACCOUNTING FIRM SHALL TRANSMIT TO THE PARTNERS A COPY OF THE CURRENT PARTNERSHIP TAX RETURN TOGETHER WITH FORM K-1. The profits and losses of the preceding year, to the extent such shall exist and shall not have been divided and paid or distributed previously, shall then be divided and paid or distributed, or otherwise retained by the agreement of the Partners. Distributions SHALL BE made at such time(s) as the General Managing Partners shall in their discretion deem necessary and appropriate.

Fiscal Year

7.02 The fiscal year of the Partnership for both accounting and Federal income tax purposes shall begin on January 1 of each year.

Books and Records

7.03 PROPER AND COMPLETE BOOKS OF ACCOUNT OF THE BUSINESS OF the Partnership shall be KEPT BY THE MANAGING GENERAL PARTNERS AND maintained at the offices of the Partnership. Proper books and records shall be kept with reference to all Partnership transactions. Each Partner or his or her authorized representative shall have access to AND THE RIGHT TO AUDIT AND /OR REVIEW the Partnership books and records at all reasonable times during business hours.

Method of Accounting

7.04 The books of account of the Partnership shall be kept on a cash basis.

Expenses

7.05 All rents, payments for office supplies, premiums for insurance, professional fees and disbursements, and other expenses incidental to the Partnership business shall be paid out of the Partnership profits or capital and shall, for the purpose of this Agreement, be considered ordinary and necessary expenses of the Partnership deductible before determination of net profits.

ARTICLE EIGHT MANAGEMENT AND AUTHORITY

Management and Control

8.01 Except as expressly provided in the Agreement, the management and control of the day-to-day operations of the Partnership and the maintenance of the Partnership property shall rest exclusively with the Managing General Partners, Michael D. Sullivan and Greg Powell. Except as provided in Article FIVE Section 5.01, the Managing General Partners shall receive no salary or other compensation for their services as such. The Managing General Partners shall devote as much time as they deem necessary or advisable to the conduct and supervision of the Partnership's business. The Managing General Partners may engage in any activity for personal profit or advantage without the consent of the Partners.

Powers of Managing General Partners

8.02 The Managing General Partners are authorized and empowered to carry out and implement any and all purposes of the Partnership. In that connection, the powers of the General Managing Partners shall include but shall not be limited to the following:

- a. to engage, fire or terminate personnel, attorneys, accountants or other persons that may be deemed necessary or advisable
- b. to open, maintain and close bank or investment accounts and draw checks, drafts or other orders for the payment of money
- c. to borrow money; to make, issue, accept, endorse and execute promissory notes, drafts, loan agreements and other instruments and evidences of indebtedness on behalf of the Partnership; and to secure the payment of indebtedness by mortgage, hypothecation, pledge or other assignment or arrangement of security interests in all or any part of the property then owned or subsequently acquired by the Partnership.
- d. to take any actions and to incur any expense on behalf of the Partnership that may be necessary or advisable in connection with the conduct of the Partnership's affairs.
- e. to enter into, make and perform any contracts, agreements and other undertakings that may be deemed necessary or advisable for the conducting of the Partnership's affairs
- f. to make such elections under the tax laws of the United States and Florida regarding the treatment of items of Partnership income, gain, loss, deduction or credit and all other matters as they deem appropriate or necessary.
- g. TO ADMIT PARTNERS INTO THE PARTNERSHIP NOT EXCEEDING ONE HUNDRED AND FIFTY (150) PARTNERS UNLESS THE PARTNERS HAVE APPROVED PURSUANT TO SECTION 14.04 THE ADMISSION INTO THE PARTNERSHIP OF MORE THAN ONE HUNDRED AND FIFTY (150) PARTNERS.

Restrictions on Partners

8.03 Without the prior consent of the Managing General Partners or all of the other partners, no other Partner may act on behalf of the Partnership for: (i) borrow or lend money; (ii) make, deliver or accept any commercial paper; (iii) execute any mortgage, security agreement, bond or lease; or (iv) purchase or sell any property for or of the Partnership.

Meetings of the Partners

8.04 The Partners shall hold regular quarterly meetings on the 3rd Tuesday during the months of January, April, July, and October at 1:00 p.m. at the principal office of the Partnership. In the event such Tuesday falls on a declared Holiday, such meeting will take place the next following business day. In addition fifty-one percent (51%) in interest, not in members, of the Partners may call a special meeting to be held at any time after the giving of twenty (20) days' notice to all of the Partners. Any Partner may waive notice of or attendance at any meeting of the Partners, may attend by telephone or any other electronic communication device, or may execute a signed written consent to representation by another Partner or representative. At the meeting, Partners WILL REVIEW THE ENGAGEMENT WITH THE PARTNERSHIP OF ANY BROKER OR BROKERS AND shall transact any business that may properly be brought before the meeting. the Partners shall designate someone to keep regular minutes of all the proceedings. the minutes shall be placed in the minute book of the Partnership.

Action without Meeting

8.05 Any action required by statute or by this Agreement to be taken at a meeting of the Partners or any action that may be taken at a meeting of the Partners may be taken without a meeting if a consent in writing, setting forth the action taken or to be taken, shall be signed by all of the Partners entitled to vote with respect to the subject matter of the consent. That consent shall have the same force and effect as a unanimous vote of the Partners. Any signed consent or a signed copy thereof, shall be placed in the minute book of the Partnership.

Death, Removal or Appointment of Managing General Partner

8.06 ANY MANAGING GENERAL PARTNER MAY BE REMOVED WITH OR WITHOUT CAUSE AS DETERMINED BY THE AFFIRMATIVE VOTE OF FIFTY-ONE PERCENT (51%) IN INTEREST, NOT IN NUMBERS, OF PARTNERS. In the event of any such removal, the removed Managing General Partner shall not be relieved of his obligations OR LIABILITIES to the Partnership and to the other Partners resulting from the events, actions, or transactions occurring during the period in which such removed Managing General Partner served as a Managing General Partner. From and after the effective date of such removal, however, the removed Managing General Partner may be deemed to be a Partner, shall forfeit all rights and obligations of a Managing General Partner, and thereafter shall have the same rights and obligations as a Partner. A MANAGING GENERAL PARTNER SHALL BE APPOINTED BY THE AFFIRMATIVE VOTE OF FIFTY-ONE PERCENT (51%) IN INTEREST, NOT IN NUMBERS, OF THE PARTNERS. THE PARTNERSHIP SHALL HAVE AS MANY MANAGING GENERAL PARTNERS AS THE PARTNERS BY THE AFFIRMATIVE VOTE OF FIFTY-ONE (51%) IN INTEREST, NOT IN NUMBERS, OF THE PARTNERS SHALL DETERMINE TO BE IN THE BEST INTEREST OF THE PARTNERSHIP. ON THE DEATH OR INCOMPETENCY OF A MANAGING GENERAL PARTNER, ANY CO-MANAGING GENERAL PARTNER SHALL CONTINUE AS THE MANAGING GENERAL PARTNER OR, IF THERE SHALL BE NO CO-MANAGING GENERAL PARTNER, THEN THE PARTNERS SHALL, WITHIN TEN (10) DAYS OF SUCH DEATH OR DECLARATION OF INCOMPETENCY, APPOINT A NEW MANAGING GENERAL PARTNER IN ACCORDANCE WITH THE TERMS PROVIDED IN THIS AGREEMENT.

ARTICLE NINE

TRANSFERS AND ASSIGNMENTS

No Transfer or Assignment Without Consent

9.01 No Partner's interest may be transferred or assigned without the express written consent of fifty-one percent (51%) in interest, not in number, of the Partners provided, however, that a Partner's interest may be transferred or assigned to a party who at the time of the transfer or assignment is a Partner. Any transferee or assignee to whom an interest in the Partnership has been transferred or assigned and who is not at this time of the transfer or assignment to a party to this Agreement shall be entitled to receive, in accordance with the terms of the transfer or assignment, the net profits to which the assigning Partner would otherwise be entitled. Except as provided in the preceding sentence, the transferee or assignee shall not be a Partner and shall not have any of the rights of the Partner, unless and until the transferee or assignee shall have (i) received the approval of the Partners as provided IN THIS AGREEMENT, and (ii) accepted and assumed, in writing, the terms and conditions of this Agreement.

Death or Incompetency of Partner

9.02 Neither the death or incompetency of a Partner shall cause the dissolution of the Partnership. On the death or incompetency of any Partner, the Partnership business shall be continued and the surviving Partners shall have the option to allow the assets of the deceased or incompetent Partner to continue in the deceased or incompetent Partner's HEIR'S OR SUCCESSOR'S place, or to terminate the deceased or incompetent partner's interest and return to the estate his or her interest in the partnership.

B. If the surviving Partners elect to allow the estate of a deceased Partner to continue in the deceased Partner's place, the estate shall be bound by the terms and provisions of this Agreement. However, in the event that the interest of a deceased Partner does not pass in trust or passes to more than one heir or devisee or, on termination of a trust, is distributed to more than one beneficiary, then the Partnership shall have the right to terminate immediately the deceased Partner's interest in the Partnership. In that event, the Partnership shall return to the deceased Partner's heir, devisee or beneficiaries, in cash, the value of the Partnership interest as calculated in ARTICLE ELEVEN as of the date of termination.

Withdrawals of Partners

9.03 Any Partner may withdraw from the Partnership at any given time; provided, however, that the withdrawing Partner shall give at least thirty (30) days written notice. THE PARTNERSHIP SHALL, WITHIN THIRTY (30) DAYS OF RECEIVING NOTICE OF THE PARTNER'S WITHDRAWAL,

PAY the withdrawing Partner, in cash, the value of his or her Partnership interest as calculated in ARTICLE ELEVEN as of the date of withdrawal. the withdrawing Partner or his or her legal representative shall execute such documents and take further actions as shall reasonable be required to effectuate the termination of the withdrawing Partner's interest in the Partnership.

ARTICLE TEN

TERMINATION OF PARTNERS

Events of Default

10.01 The following events shall be deemed to be defaults by a Partner:

- a. the failure to make when due any contribution or advance required to be made under the terms of this agreement and continuing that failure for a period of ten (10) days after written notice of the failure from the Managing General Partners.
- b. the violation of any of the other provisions of this Agreement and failure to remedy or cure that violation within (10) days after written notice of the failure from the Managing General Partners.
- c. THE INSTITUTION OF PROCEEDINGS UNDER ANY LAW OF THE UNITED STATES OR OF ANY STATE FOR THE RELIEF OF DEBTORS, FILING A VOLUNTARY PETITION IN BANKRUPTCY OR FOR AN ARRANGEMENT OR REORGANIZATION OR ADJUDICATION TO BE INSOLVENT OR A BANKRUPT, MAKING AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS.
- d. SUFFERING TO BE SEIZED BY A RECEIVER, TRUSTEE, OR OTHER OFFER APPOINTED BY ANY COURT OR ANY SHERIFF, CONSTABLE, MARSHALL OR OTHER SIMILAR GOVERNMENT OFFICER, UNDER LEGAL AUTHORITY, ANY SUBSTANTIAL PORTION OF ITS ASSETS OR ALL OR ANY PART OF ANY INTEREST THE PARTNER MAY HAVE IN THIS PARTNERSHIP AND SUCH IS HELD IN SUCH OFFICER'S POSSESSION FOR A PERIOD OF THIRTY (30) DAYS OR LONGER.
- e. the appointment of a receiver for all or substantially all of the Partner's assets and the failure to have the receiver discharged within ninety (90) days after the appointment.
- f. the bringing of any legal action against the Partner by his or her creditor(s), resulting in litigation that, in the opinion of the General Managing Partners or fifty-one (51) percent in interest, not in numbers, of the other Partners, creates a real and substantial risk of involvement of the Partnership property.
- g. THE COMMITTING OR PARTICIPATION IN AN INJURIOUS ACT OF FRAUD, GROSS NEGLIGENCE, MISREPRESENTATION, EMBEZZLEMENT OR DISHONESTY AGAINST THE PARTNERSHIP, OR COMMITTING OR PARTICIPATING IN ANY OTHER INJURIOUS ACT OR OMISSION WANTONLY, WILLFULLY, RECKLESSLY, OR IN A MANNER WHICH WAS GROSSLY NEGLIGENT AGAINST THE PARTNERSHIP, MONETARILY OR OTHERWISE, OR BEING CONVICTED OF ANY ACT OR ACTS CONSTITUTING A FELONY OR MISDEMEANOR, OTHER THAN TRAFFIC VIOLATIONS, UNDER THE LAWS OF THE UNITED STATES OR ANY STATE THEREOF.

10.02 On the occurrence of an event of a default by a Partner, fifty-one (51) percent in interest, not in numbers, or more of the other Partners shall have the right to elect to terminate the interest of the defaulting Partner without affecting a termination of the Partnership. This election may be made at any time within one (1) year from the date of default, on giving the defaulting Partner five (5) days written

notice of the election, provided the default is continuing on the date the notice is given. The defaulting Partner's interest shall be returned to him or her in accordance with the provisions of ARTICLE ELEVEN OF THIS AGREEMENT.

The defaulting Partner's Partnership interest shall be reduced by the aggregate amount of any outstanding debts of the defaulting Partner to the Partnership and also by all damages caused to the Partnership by the default of the defaulting Partner.

On return to the defaulting Partner of his or her interest in the Partnership, the defaulting Partner shall have no further interest in the Partnership or its business or assets and the defaulting Partner shall execute and deliver as required any assignments or other instruments that may be necessary to evidence and fully AND effectively transfer the interest of the defaulting Partner to the non-defaulting Partners. If the appropriate instruments are not delivered, after notice by the Managing General Partner that the interest is available to the defaulting Partner, the Managing General Partner may tender delivery of the interest to the defaulting Partner and execute, as the defaulting Partner's POWER OF ATTORNEY, any instruments AS ABOVE REFERENCED. All parties agree that the General Managing Partners shall not have any individual liability for any actions taken in connection HERETO.

No assignment, transfer OR TERMINATION of a defaulting Partner's INTEREST as provided in this Agreement shall relieve the defaulting Partner from any personal liability for outstanding indebtedness, liabilities, liens or obligations relating to the Partnership that may exist on the date of the assignment, transfer OR TERMINATION. The default of any Partner under this Agreement shall not relieve any other Partner from his, her or its interest in the Partnership.

Foreclosure for Default

10.03 If a Partner is in default under the terms of this Agreement, the lien provided for in Article four, Section 4.03 may be foreclosed by the Managing General Partner at the option of fifty-one (51) percent IN INTEREST, NOT IN NUMBERS, of the non-defaulting Partners.

Transfer by Attorney-in-Fact

10.04 Each Partner makes, constitutes, and appoints the Managing General Partners as the Partner's attorney-in-fact in the event that the Partner becomes a defaulting Partner whose interest in the Partnership has been foreclosed in the manner prescribed in this Article Ten. On foreclosure, the Managing General Partners are authorized and allowed to execute and deliver a full assignment or other transfer of the defaulting partner's interest in the Partnership and at the Managing General Partners shall have no liability to any person for making the assignment or transfer.

Additional Effects of Default

10.05 Pursuit of any of the remedies permitted by this Article Ten shall not preclude pursuit of any other remedies allowed by law, nor shall pursuit of any remedy provided in this Agreement constitute a forfeiture or waiver of any amount due to the PARTNERSHIP OR remaining partners or of any damages accruing to IT OR them by reason of the violation of any of the terms, provisions and covenants contained in this Agreement.

ARTICLE ELEVEN VALUATION OF PARTNERSHIP INTERESTS Purchase Price of Partnership Interests

11.01 The full purchase price of the Partnership interest of a deceased, incompetent, withdrawn or terminated Partner shall be an amount equal to the Partner's capital and income accounts as they appear on the Partnership books on the date of death, incompetence, withdrawal or termination and adjusted to include the Partner's distributive share of any Partnership net profits or losses not previously credited to or charged against the income and capital accounts. In determining the amount payable under this Section, no value shall be attributed to the goodwill of the Partnership, and adequate provision shall be made for any existing contingent liabilities of the Partnership.

ARTICLE TWELVE

TERMINATION OF THE PARTNERSHIP

Termination Events

12.01 The Partnership SHALL be terminated AND DISSOLVED UPON THE FIRST TO OCCUR OF THE FOLLOWING:

a. UPON THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE PARTNERSHIP, UNLESS SUCH ASSETS ARE REPLACED BY SIMILAR ASSETS WITHIN A REASONABLE TIME FOR THE PURPOSE OF CONTINUING THE PARTNERSHIP BUSINESS;

b. at any time on the WRITTEN affirmative vote of AT LEAST fifty-one (51) percent in interest, not in number, of the Partners; AND

c. except as otherwise provided in this Agreement, on the occurrence of any other event that under the Uniform Partnership Law would require the dissolution of general Partnership.

Distribution of Assets

12.02 On termination, the Partnership's business shall be wound up as timely as in practical under the circumstances; the Partnership's assets shall be applied as follows: (i) first to payment of the outstanding Partnership liabilities; (ii) then to a return of the Partner's capital in accordance with their Partnership interests. Any remainder shall be distributed according to the terms of Article Five; provided, however, that the Managing General Partners may retain a reserve in the amount they determine advisable for any contingent liability until such time as that liability is satisfied or discharged. If the Partner's capital has been returned, then the balance of the reserve shall be distributed in accordance with Article Five, otherwise, capital shall be returned in accordance with their Partnership interests, and then any remaining sums shall be distributed in accordance with Article Five.

ARTICLE THIRTEEN

AMENDMENTS

In Writing

13.01 Subject to the provisions of Article 8.01 and 8.02, this Agreement, except with respect to vested rights of any Partner, may be amended or modified in writing at any time by the agreement of Partners owning collectively at least fifty-one (51) percent in interest, not in number, in the Partnership.

ARTICLE FOURTEEN

MISCELLANEOUS

Partners

14.01 THE PARTNERSHIP MAY ADMIT AS A PARTNER ANY CORPORATION, INCLUDING AN ELECTING SMALL BUSINESS CORPORATION ("S CORPORATION") AS THAT TERM IS DEFINED IN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED ("IRC"), CERTAIN EMPLOYEE BENEFIT PLANS INCLUDING PENSION PLANS, AND CERTAIN TAX EXEMPT ORGANIZATIONS, INCLUDING INDIVIDUAL RETIREMENT ACCOUNTS ("IRA"), AS DEFINED IN

THE IRC. IT WILL BE THE OBLIGATION OF ANY CORPORATE, BENEFIT PLAN, OR TAX EXEMPT ENTITY PARTNER TO COMPLY WITH ALL STATE AND FEDERAL LAWS, RULES AND REGULATIONS GOVERNING ITS EXISTENCE AS IT RELATES TO BECOMING A PARTNER IN THE PARTNERSHIP. WHETHER OR NOT AN ENTITY CAN BECOME A PARTNER OF THE PARTNERSHIP, WILL DEPEND UPON ITS CHARACTER AND LOCAL LAW. EACH PARTNER, IF NOT AN INDIVIDUAL, SHOULD CONSULT WITH THEIR OWN ATTORNEY AS TO ANY LIMITATIONS OR QUALIFICATIONS OF BEING A PARTNER IN THE PARTNERSHIP. THE PARTNERSHIP SHALL HAVE NO DUTY TO INQUIRE AND SHALL HAVE THE RIGHT TO ASSUME THAT ANY ENTITY APPLYING AND BECOMING A PARTNER IN THE PARTNERSHIP IS IN FACT UNDER ITS GOVERNING LAWS, ENTITLED TO BE A PARTNER IN THE PARTNERSHIP. THE PARTNERSHIP SHALL HAVE NO DUTY TO INQUIRE AND SHALL HAVE THE RIGHT TO ASSUME THAT ANY ENTITY APPLYING AND BECOMING A PARTNER IN THE PARTNERSHIP IS IN FACT UNDER ITS GOVERNING LAWS, ENTITLED TO BE A PARTNER IN THE PARTNERSHIP.

FURTHERMORE, A PARTNER, IF OTHER THAN AN INDIVIDUAL, WILL BE REQUIRED TO DESIGNATE TO THE MANAGING GENERAL PARTNER PRIOR TO ADMITTANCE IN THE PARTNERSHIP, A PERSON UPON WHOM ALL NOTICES RELATING TO THE PARTNERSHIP AND SHALL BE THE ONLY PERSON ON BEHALF OF THE PARTNER THE PARTNERSHIP WILL BE REQUIRED TO BE BOUND BY AND COMMUNICATE WITH WHEN NECESSARY. FURTHERMORE AND IN THIS REGARD, ALL DISTRIBUTIONS TO BE MADE TO THE PARTNER PURSUANT TO THIS SECTION AND THIS AGREEMENT SHALL BE MADE ONLY TO THE PARTNER'S REPRESENTATIVE IF NOT AN INDIVIDUAL, AND THE PARTNERSHIP SHALL NOT BE OBLIGATED TO MAKE DISTRIBUTIONS TO ANY OTHER PERSON WHO HAS AN INTEREST IN A PARTNER. PAYMENT TO SUCH PARTNER'S REPRESENTATIVE SHALL EXTINGUISH ALL LIABILITIES THE PARTNERSHIP MAY HAVE TO SUCH PARTNER.

IRA ACCOUNTS

14.02 NOTICE IS HEREBY GIVEN TO ANY PARTNER CONSISTING OF AN IRA ACCOUNT THAT THE PARTNERSHIP IS NOT ACTION AS A FIDUCIARY ON BEHALF OF THE IRA ACCOUNT.

LIMITATIONS ON LIABILITY

14.03 THE PARTNERS SHALL HAVE NO LIABILITY TO THE PARTNERSHIP OR TO ANY OTHER PARTNER FOR ANY MISTAKES OR ERRORS IN JUDGMENT, NOR FOR ANY ACT OR OMISSIONS BELIEVED IN GOOD FAITH TO BE WITHIN THE SCOPE OF AUTHORITY CONFERRED BY THIS AGREEMENT. THE PARTNERS SHALL BE LIABLE ONLY FOR ACTS AND/OR OMISSIONS INVOLVING INTENTIONAL WRONGDOING, FRAUD, AND BREACHES OF FIDUCIARY DUTIES OF CARE AND LOYALTY. ACTIONS OR OMISSIONS TAKEN IN RELIANCE UPON THE ADVICE OF LEGAL COUNSEL APPROVED BY FIFTY-ONE PERCENT (51%) IN INTEREST, NOT IN NUMBERS, OF THE PARTNERS AS BEING WITHIN THE SCOPE CONFERRED BY THIS AGREEMENT SHALL BE CONCLUSIVE EVIDENCE OF GOOD FAITH; HOWEVER, THE PARTNERS SHALL NOT BE REQUIRED TO PROCURE SUCH ADVICE TO BE ENTITLED TO THE BENEFIT OF THIS SECTION. THE PARTNERS HAVE THE RESPONSIBILITY TO DISCHARGE THEIR FIDUCIARY DUTIES OF CARE AND LOYALTY AND THOSE ENUMERATED IN THIS AGREEMENT CONSISTENTLY WITH THE OBLIGATION OF GOOD FAITH AND FAIR DEALING.

Additional Partners

14.04 THE PARTNERSHIP MAY ADMIT UP TO ONE HUNDRED AND FIFTY (150) PARTNERS INTO THE PARTNERSHIP IN ACCORDANCE WITH SECTION 8.02. THE PARTNERSHIP SHALL HAVE THE RIGHT TO ADMIT MORE THAN ONE HUNDRED AND FIFTY (150) PARTNERS INTO THE PARTNERSHIP ONLY BY THE EXPRESS WRITTEN CONSENT OF FIFTY-ONE PERCENT (51%) IN INTEREST, NOT IN NUMBER, OF THE PARTNERS. ANY NEW OR ADDITIONAL PARTNER SHALL ACCEPT AND ASSUME IN WRITING THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SUITABILITY

14.05 EACH PARTNER REPRESENTS TO THE PARTNERSHIP THAT IF THE PARTNER IS NOT AN ACCREDITED INVESTOR, AS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") (AS DEFINED BELOW), THAT THEY WILL NOTIFY THE MANAGING GENERAL PARTNERS IN WRITING WITHIN TEN (10) DAYS FROM THE DATE OF THAT PARTNER'S ADMISSION INTO THE PARTNERSHIP. AN ACCREDITED INVESTOR AS DEFINED IN THE ACT IS: A NATURAL PERSON WHO HAD INDIVIDUAL INCOME OF MORE THAN \$200,000.00 IN EACH OF THE MOST RECENT TWO (2) YEARS OR JOINT INCOME WITH THEIR SPOUSE IN EXCESS OF \$300,000.00 IN EACH OF THE MOST RECENT TWO (2) YEARS AND REASONABLY EXPECTS TO REACH THAT SAME INCOME LEVEL FOR THE CURRENT YEAR; A NATURAL PERSON WHOSE INDIVIDUAL NET WORTH (I.E., TOTAL ASSETS IN EXCESS OF TOTAL LIABILITIES), OR JOINT NET WORTH WITH THEIR SPOUSE, AT THE TIME OF ADMISSION INTO THE PARTNERSHIP IS IN EXCESS OF \$1,000,000.00; A TRUST, WHICH TRUST HAS TOTAL ASSETS IN EXCESS OF \$5,000,000.00, WHICH IS NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE PARTNERSHIP INTEREST HEREIN AND WHOSE INVESTMENT IS DIRECTED BY A SOPHISTICATED PERSON WHO HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT HE IS CAPABLE OF EVALUATING THE MERITS AND RISKS INVOLVED IN BECOMING A PARTNER; ANY ORGANIZATION DESCRIBED IN SECTION 501(c)(3) OF THE IRC, CORPORATION, MASSACHUSETTS OR SIMILAR BUSINESS TRUST, OR PARTNERSHIP, NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE PARTNERSHIP INTEREST HEREIN, WITH TOTAL ASSETS IN EXCESS OF \$5,000,000.00; ANY PRIVATE BUSINESS DEVELOPMENT COMPANY AS DEFINED IN SECTION 36(a)(2) OF THE ACT OR ANY SAVINGS AND LOAN ASSOCIATION OR OTHER INSTITUTION AS DEFINED IN SECTION 36(a)(5) (A) OF THE ACT, WHETHER ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY; ANY BROKER-DEALER REGISTERED PURSUANT TO SECTION 15 OR SECTION 2013 OF THE ACT; ANY INVESTMENT COMPANY REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940 OR A BUSINESS DEVELOPMENT COMPANY AS DEFINED IN SECTION 2(a)(48) OF THE ACT; ANY SMALL BUSINESS INVESTMENT COMPANY LICENSED BY THE U.S. SMALL BUSINESS ADMINISTRATION UNDER SECTION 3016 OR (d) OF THE SMALL BUSINESS INVESTMENT ACT OF 1958; ANY PLAN ESTABLISHED AND MAINTAINED BY A STATE, ITS POLITICAL SUBDIVISION, OR ANY AGENCY OR INSTRUMENTALITY OF A STATE OR ITS POLITICAL SUBDIVISION, FOR THE BENEFIT OF ITS EMPLOYEES, IF SUCH PLAN HAS TOTAL ASSETS IN EXCESS OF \$5,000,000; ANY EMPLOYEE BENEFIT PLAN WITHIN THE MEANING OF THE EMPLOYEE RETIREMENT INCOME SECURITIES ACT OF 1974, IF THE INVESTMENT DECISION IS MADE BY A PLAN FIDUCIARY, AS DEFINED IN SECTION 3(21) OF SUCH ACT, WHICH IS EITHER A BANK, SAVINGS AND LOAN ASSOCIATION, INSURANCE COMPANY, OR REGISTERED INVESTMENT ADVISOR, OR IF THE EMPLOYEE BENEFIT PLAN HAS TOTAL ASSETS IN EXCESS OF \$5,000,000.00, OR IF A SELF-DIRECTED PLAN, WITH INVESTMENT DECISIONS MADE SOLELY BY PERSONS THAT ARE ACCREDITED INVESTORS; AND, ANY ENTITY WHICH ALL OF THE EQUITY OWNERS ARE ACCREDITED INVESTORS AS DEFINED ABOVE.

Notices

14.06 Unless otherwise provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, telexed or sent by United States mail and shall be deemed to have been given when delivered in person, or upon receipt of telecopy or telex or three (3) business days after depositing it in the United States mail, registered or certified, when postage prepaid and properly addressed. For purposes thereof, the addresses of the parties hereto are as set forth in Exhibit "A" and may be changed if specified in writing and delivered in accordance with the terms of this Agreement.

FLORIDA LAW TO APPLY

14.07 THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS.

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Partnership

S&P Associates, General

Disputes

14.08 The Partners shall make a good faith effort to settle any dispute or claim arising under this Agreement. If, however, the Partners shall fail to resolve a dispute or claim, the Partners shall submit it to arbitration before the Florida office of the American Arbitration Association. In any arbitration, the Federal rules of Civil Procedure and the Federal rules of Evidence, as then existing, shall apply. Judgment on any arbitration awards may be entered by any court of competent jurisdiction.

Headings

14.09 Section headings used in this Agreement are included herein for convenience or reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

Parties Bound

14.10 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

Severability

14.11 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, that invalid, illegal or unenforceable provisions shall not affect any other provision contained in THIS AGREEMENT.

Counterparts

14.12 This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute by one and the same instrument.

Gender and Number

14.13 Whenever the context shall require, all words in this Agreement in the male gender shall be deemed to include the female or neuter gender AND VICE VERSA, AND all singular words shall include the plural, and all plural words shall include the singular.

Prior Agreements Superseded

14.14 This Agreement supersedes any prior understandings or written or oral agreements among the parties respecting the subject matter contained herein.

Complete P1, P2, P3 and Exhibit A and mail this page only with
check made payable to "S&P Associates, GP" to:

S & P ASSOCIATES, General Partnership
c/o SULLIVAN & POWELL
6536 N. Federal Hwy., Suite 714
 Ft. Lauderdale, FL 33306-1404

- 1) The Parties hereto have executed this Agreement by the signature and date set forth below. Each party signing below hereby represents and warrants that such party is sophisticated and experienced in financial and business matters and, as a result, is in a position to evaluate and participate in the business and administration of the Partnership.

Date: _____

Date: _____

2) Distributions:

- ____ I elect to receive distributions on a quarterly basis in the amount of \$ _____.
- ____ I elect to have my quarterly distribution reinvested in the Partnership.

3) Please check one of the following accredited investor choices:

- ____ I am an accredited investor as defined below.
- ____ I am not an accredited investor.

The following would qualify as an "accredited investor":

(i) A person with an individual net worth, or together with his or her spouse a combined net worth, in excess of \$1,000,000. Net worth means the excess of total assets at fair market value, including home, home furnishings and automobiles, over total liabilities.

(ii) A person with an individual income (exclusive of any income attributable to his or her spouse) in excess of \$200,000 in each of the past two years, and that he or she reasonably expects to have

an individual income in excess of \$200,000 during this year. Individual income means adjusted gross income, as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any tax-exempt interest income received under Section 103 of the United States Internal Revenue Code of 1986, as amended (the "Code"); (ii) the amount of losses claimed as a limited partner in a limited partnership as reported on Schedule E of form 1040; (iii) any deduction claimed for depletion under Section 611 et seq. of the Code and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code.

(iii) A person that together with his or her spouse, had a combined income in excess of \$300,000 in each of the past two years, and reasonably expects to have a combined income in excess of \$300,000 during this year.

EXHIBIT A (How you would like your account titled)

IMPORTANT - Please indicate your beneficiary.
Please include address & phone #.

Name, Address Telephone No. and Fax No.	Social Security No. or Federal ID No.	Capital Contribution
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IMPORTANT - Please indicate your beneficiary.
Please include address & phone #.



BERNARD L. MADOFF
Investment Securities
885 Third Avenue New York, NY 10022-4834

212 230-2424
800 221-2242
Telex 235130
Fax 212 486-8178

TAX ID NO.

ACCT# ASSIGNED

65-0371 258

~~Mr./Mrs./The~~ P V S ASSOCIATES, GENERAL PARTNERSHIP
NAME 225 N. FEDERAL HWY. SUITE 600
STREET POMPANE BEACH, FL 33062
CITY 305-782-3500 STATE FL ZIP 33062
TEL NUMBER BUSINESS RESIDENCE
REG. REP Michael Sullivan & Gary Powell, Managing Partners

WE DEEM THE QUESTIONS CONTAINED IN THIS SECTION TO BE REQUIRED BY THE "KNOW YOUR CUSTOMER" RULE OF THE NATIONAL ASSOCIATION OF SECURITY DEALERS, AND, THEREFORE, MUST BE ANSWERED IN FULL.

RESIDENCE _____

NAME OF EMPLOYER (IF HOUSEWIFE, NAME THE HUSBAND'S EMPLOYER) _____

EMPLOYER'S ADDRESS _____

OCCUPATION _____

BANK REFERENCE AND ADDRESS _____

OTHER BROKERAGE ACCOUNTS WITH _____

CLIENT INTRODUCED BY _____

FOR OFFICE USE ONLY

R. R.'S ESTIMATE OF CLIENTS NET WORTH _____

IS CLIENT OVER 21 YEARS OF AGE YES _____ NO _____

HOW LONG HAVE YOU KNOWN CLIENT _____

CLIENT IS CITIZEN OF _____

APPROVED BY _____

DATE SENT TO CLIENT

DATE SENT TO CLIENT

MARGIN AGREEMENT _____
JOINT AGREEMENT _____
CORPORATE ACCOUNT FORM _____
CO-PARTNERSHIP FORM _____

MAIL WAIVER FORM _____
MULTIPLE A/C FORM _____
CORPORATE RESOLUTION _____

FILE COPY

Affiliated with:
Mucloff Securities International Ltd



BERNARD L. MADOFF
Investment Securities

885 Third Avenue New York, NY 10022-4834

212 230-2424

800 221-2242

Telex 235130

Fax 212 486-8178

Congress has mandated that all interest and dividend payors including banks, corporations and funds must withhold 10% of all dividends or interest paid UNLESS you complete and return the form at the bottom of this page.

Important New Tax Information

"Under the Federal income tax law, you are subject to certain penalties as well as withholding of tax at a 20% rate if you have not provided us with your correct social security number or other taxpayer identification number. Please read this notice carefully.

You (as a payee) are required by law to provide us (as payor) with your correct taxpayer identification number. If you are an individual, your taxpayer identification is your social security number. If you have not provided us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, dividend payments that we make to you may be subject to backup withholding starting on January 1, 1994.

Backup withholding is different from the 10% withholding on interest and dividends that was repealed in 1983. If backup withholding applies, payor is required to withhold 20% of dividend payments made to you. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained."

Please sign the form and return it to us.

Even if you have already provided this information it is required by the IRS that all information requested below be provided again.

Thank you for your cooperation.

(Corporations are exempt from this requirement and should not return this form.)

SUBSTITUTE INTERNAL REVENUE SERVICE FORM W-9

Account Number(s): _____

Taxpayer Identification Number:

65-0371258

Name: P & S Associates, General Partnership

Address: 225 N. Federal Hwy., Suite 600, Pompano Beach, FL
33061

(Signature)

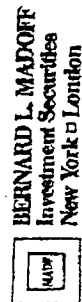
Dan Powell, Managing Partner

"Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number."

Please fill in your name, address, taxpayer identification number, and sign above.

Affiliated with:

Madoff Securities International Ltd.



BERNARD L. MADOFF
Investment Securities
New York • London

P & S ASSOCIATES GEN PARTNERSHIP

225 N FEDERAL HIGHWAY STE 600
PORTLAND BEACH FL 33062

IN ACCOUNT WITH

885 Third Avenue
New York, NY 10022
(212) 280-2400
(800) 954-1843
TELEEX 280 180
FAX (212) 486-8178

12/31/94

1-7873-4-0

65-0371258

DATE	ACCOUNT NO.	DESCRIPTION	THRU	AMOUNT	AMOUNT	AMOUNT
12/09	46	BALANCE FORWARD	52640			161,347.01
12/09	46	S & P 100 INDEX DECEMBER 480 CALL S & P 100 INDEX DECEMBER 420 PUT TRANS TO 30 ACCT	59563	2,946.00		22,379.01
12/30		NEW BALANCE		281,380.00		

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES



BERNARD L. MADOFF
Investment Securities

885 Third Avenue New York, NY 10022-4834

212 230-2424

800 221-2242

Telex 235130

Fax 212 486-8176

TRADING AUTHORIZATION LIMITED TO
PURCHASES AND SALES OF SECURITIES

Gentlemen:

The undersigned hereby authorizes Bernard L. Madoff (whose signature appears below) as his agent and attorney in fact to buy, sell and trade in stocks, bonds and any other securities in accordance with your terms and conditions for the undersigned's account and risk and in the undersigned's name, or number on your books. The undersigned hereby agrees to indemnify and hold you harmless from, and to pay you promptly on demand any and all losses arising therefrom or debit balance due thereon. However, in no event will the losses exceed my investment.

In all such purchases, sales or trades you are authorized to follow the instructions of Bernard L. Madoff in every respect concerning the undersigned's account with you; and he is authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.

The undersigned hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by the aforesaid agent or for the undersigned's account.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between the undersigned and your firm.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to you and delivered to your office at 885 Third Avenue but such revocation shall not affect any liability in any way resulting from transaction initiated prior to such revocation. This authorization and indemnity shall enure to the benefit of your present firm and any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of your present firm or any successor firm.

Dated, 12/28/92

Pompano Beach
(City)

FL
(State)

Very truly yours,

Gregory B. Smith, Mgr. Ptn., P+S Associates, Ben. Ptn.
(Client Signature)

Signature Of Authorized Agent: _____

**P&S ASSOCIATES, G/P AMENDED AND RESTATED
PARTNERSHIP AGREEMENT**

This AMENDED & RESTATED Partnership Agreement (the "Agreement") is MADE AND ENTERED INTO THIS 21ST DAY OF DECEMBER, 1994 by and among the party or parties whose names and signatures appear personally or by power of attorney at the end of this Agreement and whose addresses are listed on Exhibit "A" attached hereto (information regarding other Partners will be furnished to a Partner upon written request) (COLLECTIVELY, THE "PARTNERS"). THE TERM "PARTNER" SHALL ALSO APPLY TO ANY INDIVIDUAL WHO, SUBSEQUENT TO THE DATE OF THIS AGREEMENT, JOINS IN THIS AGREEMENT OR ANY ADDENDUM TO THIS AGREEMENT.

WHEREAS, THE PARTNERS, ENTERED A PARTNERSHIP AGREEMENT DATED DECEMBER 11, 1992, ("PARTNERSHIP AGREEMENT"); AND

WHEREAS, PURSUANT TO ARTICLE THIRTEEN OF THE PARTNERSHIP AGREEMENT, THE PARTNERS RESERVED THE RIGHT TO AMEND OR MODIFY IN WRITING AT ANY TIME THE PARTNERSHIP AGREEMENT; AND

WHEREAS, THE PARTNERS BELIEVE IT TO BE IN THEIR BEST INTEREST AND ALSO THE BEST INTEREST OF THE PARTNERSHIP TO AMEND, REVISE AND RESTATE THE TERMS AND CONDITIONS OF THE PARTNERSHIP AGREEMENT.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES MADE HEREIN AND IN CONSIDERATION OF THE BENEFIT TO BE RECEIVED FROM THE MUTUAL OBSERVANCE OF THE COVENANTS MADE HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTNERS AGREE AS FOLLOWS:

Background

The Partners desire to form a general partnership for the purpose of engaging in the business of investing. For and in consideration of the mutual covenants contained herein, the Partners hereby form, create and agree to associate themselves in a general partnership in accordance with the Florida Uniform Partnership Law, on the terms and subject to the conditions set forth below:

ARTICLE ONE

ORGANIZATION

Name

1.01 The activities and business of the partnership shall be conducted under the name P & S Associates, General Partnership (the "Partnership") in Florida, and under any variations of this name that may be necessary to comply with the laws of other states within which the Partnership may do business or make investments.

Organization

1.02 The Partnership shall be organized as a general partnership under the Uniform Partnership Law of the state of Florida. Following the execution of this Agreement, the partners shall execute or cause to be executed and filed any documents or instruments with such authorities that may be necessary or appropriate from time to time to comply with all requirements for the qualification of the Partnership as a general partnership in any jurisdiction.

Place of Business and Mailing Address

1.03 The principle place of business and mailing address of the Partnership shall be located at 6550 North Federal Highway, Suite 210, Ft. Lauderdale, FL 33308, or any such place or places of business that may be designated by the Managing General Partners.

P&S Associates, General Partnership

EXHIBIT B

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ARTICLE TWO

PURPOSE OF THE PARTNERSHIP

By Consent of Partners

2.01 The Partnership shall not engage in any business except as provided in this Agreement without prior written consent of all Partners.

2.02 The general purpose of the Partnership is to invest in cash or on margin, in all types of marketplace securities, including, without limitation, the purchase and sale of and dealing in stocks, bonds, notes and evidences of indebtedness of any person, firm, enterprise, corporation or association, whether domestic or foreign; bills of exchange and commercial paper; any and all other securities of any kind, nature of description; and gold, silver, grain, cotton or other commodities and provisions usually dealt in on exchanges, on the over-the-counter market or otherwise. In general, without limitation of the above securities, to conduct any commodities, future contracts, precious metal, options and other investment vehicles of whatever nature. The Partnership shall have the right to allow OR TERMINATE a specific broker, or brokers, as selected by fifty-one (51) Percent in interest, not in numbers, of the Partners, and allow such broker, or brokers, AS SELECTED BY FIFTY-ONE PERCENT (51%) IN INTEREST, NOT IN NUMBERS, OF THE PARTNERS, to have discretionary investment powers with the investment funds of the Partnership.

ARTICLE THREE

DURATION

Date of Organization

3.01 The Partnership shall begin on January 1, 1993 and shall continue until dissolved as specifically provided in this Agreement or by applicable law.

ARTICLE FOUR

CAPITAL CONTRIBUTIONS

Initial Contributions

4.01 The Partners acknowledge that each Partner shall be obligated to contribute and will, on demand, contribute to the Partnership the amount of cash set out opposite the name of each Partner on Exhibit A as an initial capital contribution.

Additional Contributions

4.02 No Partner shall be required to contribute any capital or lend any funds to the Partnership except as provided in Section 4.01 or as may otherwise be agreed on by all of the Partners.

Contributions Secured

4.03 Each Partner grants to the Managing General Partners a lien on his or her interest in the Partnership to secure payment of all contributions and the performance of all obligations required or permitted under this agreement.

No Priority

4.04 No Partner shall have any priority over any other Partner as to allocations of profits, losses, dividends, distributions or returns of capital contributions, and no Partner shall be entitled to withdraw any part of their capital contribution without at least THIRTY (30) DAYS written notice.

Capital Accounts

4.05 An individual capital account shall be maintained for each Partner. The capital account shall consist of that Partner's initial capital contribution:

- increased by his or her additional contributions to capital and by his or her share of Partnership profits transferred to capital; and
- decreased by his or her share of partnership losses and by distributions to him or her in reduction of his or her capital.

No Interest on Capital

No Partner shall be entitled to interest on his or her contribution to capital of the Partnership.

ARTICLE FIVE

ALLOCATIONS AND DISTRIBUTIONS

Allocation of Profits and Losses

5.01 The capital gains, capital losses, dividends, interest, margin interest expense, and all other profits and losses attributable to the Partnership shall be allocated among the Partners IN THE RATIO EACH PARTNER'S CAPITAL ACCOUNT BEARS TO THE AGGREGATE TOTAL CAPITAL CONTRIBUTION OF ALL THE PARTNERS ON AN ACTUAL DAILY BASIS COMMENCING ON THE DATE OF EACH PARTNER'S ADMISSION INTO THE PARTNERSHIP AS FOLLOWS: TWENTY PERCENT (20%) TO THE MANAGING GENERAL PARTNERS AND EIGHTY PERCENT (80%) TO THE PARTNERS.

DISTRIBUTIONS

5.02 Distributions of PROFITS shall be made at least once per year, and may be made at such other time as the Managing General Partners shall in their sole discretion determine, and upon the Partnership's termination. Partners shall also have the election to receive such distributions within ten (10) days after the end of each calendar quarter, or to have such distributions remain in the Partnership, thus increasing the Partner's capital contribution. CASH FLOW SHALL BE DISTRIBUTED AMONG ALL THE PARTNERS, IN THE RATIO EACH PARTNER'S CAPITAL ACCOUNT BEARS TO THE AGGREGATE TOTAL CAPITAL CONTRIBUTION OF ALL THE PARTNERS ON AN ACTUAL DAILY BASIS COMMENCING ON THE DATE OF EACH PARTNER'S ADMISSION INTO THE PARTNERSHIP, FOR ANY FISCAL YEAR AS FOLLOWS: TWENTY PERCENT (20%) TO THE MANAGING GENERAL PARTNERS AND EIGHTY PERCENT (80%) TO THE PARTNERS.

ARTICLE SIX

OWNERSHIP OF PARTNERSHIP PROPERTY

Title to Partnership Property

6.01 All property acquired by the Partnership shall be owned by and in the name of the Partnership, that ownership being subject to the other terms and conditions of this Agreement. Each Partner expressly waives the right to require partition of any Partnership property or any part of it. The Partners shall execute any documents that may be necessary to reflect the Partnership's ownership of its assets and shall record the same in the public offices that may be necessary or desirable in the discretion of the Managing General Partner.

ARTICLE SEVEN

FISCAL MATTERS

Title to Partnership Property Accounting

7.01 A complete and accurate inventory OF THE PARTNERSHIP shall be taken BY THE MANAGING GENERAL PARTNERS, and a complete and accurate statement of the condition of the Partnership shall be made and an accounting among the Partners shall be MADE ANNUALLY per fiscal year BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTING FIRM. NOT LATER THAN NINETY (90) DAYS AFTER THE END OF THE PARTNERSHIP'S FISCAL YEAR THE PARTNERSHIP'S INDEPENDENT PUBLIC ACCOUNTING FIRM SHALL TRANSMIT TO THE PARTNERS A COPY OF THE CURRENT PARTNERSHIP TAX RETURN TOGETHER WITH FORM K-1. The profits and losses of the preceding year, to the extent such shall exist and shall not have been divided and paid or distributed previously, shall then be divided and paid or distributed, or otherwise retained by the agreement of the Partners. Distributions SHALL BE made at such time(s) as the General Managing Partners shall in their discretion deem necessary and appropriate.

Fiscal Year

7.02 The fiscal year of the Partnership for both accounting and Federal income tax purposes shall begin on January 1 of each year.

Books and Records

7.03 PROPER AND COMPLETE BOOKS OF ACCOUNT OF THE BUSINESS OF the Partnership shall be KEPT BY THE MANAGING GENERAL PARTNERS AND maintained at the offices of the Partnership. Proper books and records shall be kept with reference to all Partnership transactions. Each Partner or his or her authorized representative shall have access to AND THE RIGHT TO AUDIT AND /OR REVIEW the Partnership books and records at all reasonable times during business hours.

Method of Accounting

7.04 The books of account of the Partnership shall be kept on a cash basis.

Expenses

7.05 All rents, payments for office supplies, premiums for insurance, professional fees and disbursements, and other expenses incidental to the Partnership business shall be paid out of the Partnership profits or capital and shall, for the purpose of this Agreement, be considered ordinary and necessary expenses of the Partnership deductible before determination of net profits.

ARTICLE EIGHT MANAGEMENT AND AUTHORITY

Management and Control

8.01 Except as expressly provided in the Agreement, the management and control of the day-to-day operations of the Partnership and the maintenance of the Partnership property shall rest exclusively with the Managing General Partners, Michael D. Sullivan and Greg Powell. Except as provided in Article FIVE Section 5.01, the Managing General Partners shall receive no salary or other compensation for their services as such. The Managing General Partners shall devote as much time as they deem necessary or advisable to the conduct and supervision of the Partnership's business. The Managing General Partners may engage in any activity for personal profit or advantage without the consent of the Partners.

Powers of Managing General Partners

8.02 The Managing General Partners are authorized and empowered to carry out and implement any and all purposes of the Partnership. In that connection, the powers of the General Managing Partners shall include but shall not be limited to the following:

Susan

- a. to engage, fire or terminate personnel, attorneys, accountants or other persons that may be deemed necessary or advisable
- b. to open, maintain and close bank or investment accounts and draw checks, drafts or other orders for the payment of money
- c. to borrow money; to make, issue, accept, endorse and execute promissory notes, drafts, loan agreements and other instruments and evidences of indebtedness on behalf of the Partnership; and to secure the payment of indebtedness by mortgage, hypothecation, pledge or other assignment or arrangement of security interests in all or any part of the property then owned or subsequently acquired by the Partnership.
- d. to take any actions and to incur any expense on behalf of the Partnership that may be necessary or advisable in connection with the conduct of the Partnership's affairs.
- e. to enter into, make and perform any contracts, agreements and other undertakings that may be deemed necessary or advisable for the conducting of the Partnership's affairs
- f. to make such elections under the tax laws of the United States and Florida regarding the treatment of items of Partnership income, gain, loss, deduction or credit and all other matters as they deem appropriate or necessary.
- g. TO ADMIT PARTNERS INTO THE PARTNERSHIP NOT EXCEEDING ONE HUNDRED AND FIFTY (150) PARTNERS UNLESS THE PARTNERS HAVE APPROVED PURSUANT TO SECTION 14.04 THE ADMISSION INTO THE PARTNERSHIP OF MORE THAN ONE HUNDRED AND FIFTY (150) PARTNERS.

Restrictions on Partners

8.03 Without the prior consent of the Managing General Partners or all of the other partners, no other Partner may act on behalf of the Partnership to: (i) borrow or lend money; (ii) make, deliver or accept any commercial paper; (iii) execute any mortgage, security agreement, bond or lease; or (iv) purchase or sell any property for or of the Partnership.

Meetings of the Partners

8.04 The Partners shall hold regular quarterly meetings on the 3rd Tuesday during the months of January, April, July, and October at 1:00 p.m. at the principal office of the Partnership. In the event such Tuesday falls on a declared Holiday, such meeting will take place the next following business day. In addition fifty-one percent (51%) in interest, not in numbers, of the Partners may call a special meeting to be held at any time after the giving of twenty (20) days' notice to all of the Partners. Any Partner may waive notice of or attendance at any meeting of the Partners, may attend by telephone or any other electronic communication device, or may execute a signed written consent to representation by another Partner or representative. At the meeting, Partners WILL REVIEW THE ENGAGEMENT WITH THE PARTNERSHIP OF ANY BROKER OR BROKERS AND shall transact any business that may properly be brought before the meeting. The Partners shall designate someone to keep regular minutes of all the proceedings. The minutes shall be placed in the minute book of the Partnership.

Action without Meeting

8.05 Any action required by statute or by this Agreement to be taken at a meeting of the Partners or any action that may be taken at a meeting of the Partners may be taken without a meeting if a consent in writing, setting forth the action taken or to be taken, shall be signed by all of the Partners entitled to vote with respect to the subject matter of the consent. That consent shall have the same force and effect as a unanimous vote of the Partners. Any signed consent, or a signed copy thereof, shall be placed in the minute book of the Partnership.

Death, Removal or Appointment of Managing General Partner

8.06 ANY MANAGING GENERAL PARTNER MAY BE REMOVED WITH OR WITHOUT CAUSE AS DETERMINED BY THE AFFIRMATIVE VOTE OF FIFTY-ONE PERCENT (51%) IN INTEREST, NOT IN NUMBERS, OF PARTNERS. In the event of any such removal, the removed Managing General Partner shall not be relieved of his obligations OR LIABILITIES to the Partnership and to the other Partners resulting from the events, actions, or transactions occurring during the period in which such removed Managing General Partner served as a Managing General Partner. From and after the effective date of such removal, however, the removed Managing General Partner may be deemed to be a Partner, shall forfeit all rights and obligations of a Managing General Partner, and thereafter shall have the same rights and obligations as a Partner. A MANAGING GENERAL PARTNER SHALL BE APPOINTED BY THE AFFIRMATIVE VOTE OF FIFTY-ONE PERCENT (51%) IN INTEREST, NOT IN NUMBERS, OF THE PARTNERS. THE PARTNERSHIP SHALL HAVE AS MANY MANAGING GENERAL PARTNERS AS THE PARTNERS BY THE AFFIRMATIVE VOTE OF FIFTY-ONE (51%) IN INTEREST, NOT IN NUMBERS, OF THE PARTNERS SHALL DETERMINE TO BE IN THE BEST INTEREST OF THE PARTNERSHIP. ON THE DEATH OR INCOMPETENCY OF A MANAGING GENERAL PARTNER, ANY CO-MANAGING GENERAL PARTNER SHALL CONTINUE AS THE MANAGING GENERAL PARTNER OR, IF THERE SHALL BE NO CO-MANAGING GENERAL PARTNER, THEN THE PARTNERS SHALL, WITHIN TEN (10) DAYS OF SUCH DEATH OR DECLARATION OF INCOMPETENCY, APPOINT A NEW MANAGING GENERAL PARTNER IN ACCORDANCE WITH THE TERMS PROVIDED IN THIS AGREEMENT.

ARTICLE NINE

TRANSFERS AND ASSIGNMENTS

No Transfer of Assignment Without Consent

9.01 No Partner's interest may be transferred or assigned without the express written consent of fifty-one percent (51%) in interest, not in number, of the Partners provided, however, that a Partner's interest may be transferred or assigned to a party who at the time of the transfer or assignment is a Partner. Any transferee or assignee to whom an interest in the Partnership has been transferred or assigned and who is not at the time of the transfer or assignment to a party to this Agreement shall be entitled to receive, in accordance with the terms of the transfer or assignment, the net profits to which the assigning Partner would otherwise be entitled. Except as provided in the preceding sentence, the transferee or assignee shall not be a Partner and shall not have any of the rights of the Partner, unless and until the transferee or assignee shall have (i) received the approval of the Partners as provided IN THIS AGREEMENT, and (ii) accepted and assumed, in writing, the terms and conditions of this Agreement.

Death or Incompetency of Partner

9.02 Neither the death or incompetency of a Partner shall cause the dissolution of the Partnership. On the death or incompetency of any Partner, the Partnership business shall be continued and the surviving Partners shall have the option to allow the assets of the deceased or incompetent Partner to continue in the deceased or incompetent Partner's HEIR'S OR SUCCESSOR'S place, or to terminate the deceased or incompetent partner's interest and return to the estate his or her interest in the partnership.

B. If the surviving Partners elect to allow the estate of a deceased Partner to continue in the deceased Partner's place, the estate shall be bound by the terms and provisions of this Agreement. However, in the event that the interest of a deceased Partner does not pass in trust or passes to more than one heir or devisee or, on termination of a trust is distributed to more than one beneficiary, then the Partnership shall have the right to terminate immediately the deceased Partner's interest in the Partnership. In that event, the Partnership shall return to the deceased Partner's heirs, devisees or beneficiaries, in cash, the value of the Partnership interest as calculated in ARTICLE ELEVEN as of the date of termination.

Withdrawals of Partners

9.03 Any Partner may withdraw from the Partnership at any given time; provided, however, that the withdrawing Partner shall give at least thirty (30) days written notice. THE PARTNERSHIP SHALL, WITHIN THIRTY (30) DAYS OF RECEIVING NOTICE OF THE PARTNER'S WITHDRAWAL,

PAY the withdrawing Partner, in cash, the value of his or her Partnership interest as calculated in ARTICLE ELEVEN as of the date of withdrawal. The withdrawing Partner or his or her legal representative shall execute such documents and take further actions as shall reasonable be required to effectuate the termination of the withdrawing Partner's interest in the Partnership.

ARTICLE TEN TERMINATION OF PARTNERS

Events of Default

10.01 The following events shall be deemed to be defaults by a Partner:

- a. the failure to make when due any contribution or advance required to be made under the terms of this agreement and continuing that failure for a period of ten (10) days after written notice of the failure from the Managing General Partners.
- b. the violation of any of the other provisions of this Agreement and failure to remedy or cure that violation within (10) days after written notice of the failure from the Managing General Partners.
- c. THE INSTITUTION OF PROCEEDINGS UNDER ANY LAW OF THE UNITED STATES OR OF ANY STATE FOR THE RELIEF OF DEBTORS, FILING A VOLUNTARY PETITION IN BANKRUPTCY OR FOR AN ARRANGEMENT OR REORGANIZATION OR ADJUDICATION TO BE INSOLVENT OR A BANKRUPT, MAKING AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS.
- d. SUFFERING TO BE SEIZED BY A RECEIVER, TRUSTEE, OR OTHER OFFER APPOINTED BY ANY COURT OR ANY SHERIFF, CONSTABLE, MARSHALL OR OTHER SIMILAR GOVERNMENT OFFICER, UNDER LEGAL AUTHORITY, ANY SUBSTANTIAL PORTION OF ITS ASSETS OR ALL OR ANY PART OF ANY INTEREST THE PARTNER MAY HAVE IN THIS PARTNERSHIP AND SUCH IS HELD IN SUCH OFFICER'S POSSESSION FOR A PERIOD OF THIRTY (30) DAYS OR LONGER.
- e. the appointment of a receiver for all or substantially all of the Partner's assets and the failure to have the receiver discharged within ninety (90) days after the appointment.
- f. the bringing of any legal action against the Partner by his or her creditor(s), resulting in litigation that, in the opinion of the General Managing Partners or fifty-one (51) percent in interest, not in numbers, of the other Partners, creates a real and substantial risk of involvement of the Partnership property.
- g. THE COMMITTING OR PARTICIPATION IN AN INJURIOUS ACT OF FRAUD, GROSS NEGLIGENCE, MISREPRESENTATION, EMBEZZLEMENT OR DISHONESTY AGAINST THE PARTNERSHIP, OR COMMITTING OR PARTICIPATING IN ANY OTHER INJURIOUS ACT OR OMISSION WANTONLY, WILLFULLY, RECKLESSLY, OR IN A MANNER WHICH WAS GROSSLY NEGLIGENT AGAINST THE PARTNERSHIP, MONETARILY OR OTHERWISE, OR BEING CONVICTED OF ANY ACT OR ACTS CONSTITUTING A FELONY OR MISDEMEANOR, OTHER THAN TRAFFIC VIOLATIONS, UNDER THE LAWS OF THE UNITED STATES OR ANY STATE THEREOF.

10.02 On the occurrence of an event of a default by a Partner, fifty-one (51) percent in interest, not in numbers, or more of the other Partners shall have the right to elect to terminate the interest of the defaulting Partner without affecting a termination of the Partnership. This election may be made at any time within one (1) year from the date of default, on giving the defaulting Partner five (5) days written notice of the election, provided the default is continuing on the date the notice is given. The defaulting Partner's interest shall be returned to him or her in accordance with the provisions of ARTICLE ELEVEN OF THIS AGREEMENT.

The defaulting Partner's Partnership interest shall be reduced by the appropriate amount of any outstanding debts of the defaulting Partner to the Partnership and also by all damages caused to the Partnership by the default of the defaulting Partner.

On return to the defaulting Partner of his or her interest in the Partnership, the defaulting Partner shall have no further interest in the Partnership or its business or assets and the defaulting Partner shall execute and deliver as required any assignments or other instruments that may be necessary to evidence and fully AND effectively transfer the interest of the defaulting Partner to the non-defaulting Partners. If the appropriate instruments are not delivered, after notice by the Managing General Partner that the interest is available to the defaulting Partner, the Managing General Partner may tender delivery of the interest to the defaulting Partner and execute, as the defaulting Partner's POWER OF ATTORNEY, any instruments AS ABOVE REFERENCED. All parties agree that the General Managing Partners shall not have any individual liability for any actions taken in connection HERETO.

No assignment, transfer OR TERMINATION of a defaulting Partner's INTEREST as provided in this Agreement shall relieve the defaulting Partner from any personal liability for outstanding indebtedness, liabilities, liens or obligations relating to the Partnership that may exist on the date of the assignment, transfer OR TERMINATION. The default of any Partner under this Agreement shall not relieve any other Partner from his, her or its interest in the Partnership.

Foreclosure for Default

10.03 If a Partner is in default under the terms of this Agreement, the lien provided for in Article four, Section 4.03 may be foreclosed by the Managing General Partner at the option of fifty-one (51) percent IN INTEREST, NOT IN NUMBERS, of the non-defaulting Partners.

Transfer by Attorney-in-Fact

10.04 Each Partner makes, constitutes, and appoints the Managing General Partners as the Partner's attorney-in-fact in the event that the Partner becomes a defaulting Partner whose interest in the Partnership has been foreclosed in the manner prescribed in this Article Ten. On foreclosure, the Managing General Partners are authorized and allowed to execute and deliver a full assignment or other transfer of the defaulting partner's interest in the Partnership and at the Managing General Partners shall have no liability to any person for making the assignment or transfer.

Additional Effects of Default

10.05 Pursuit of any of the remedies permitted by this Article Ten shall not preclude pursuit of any other remedies allowed by law, nor shall pursuit of any remedy provided in this Agreement constitute a forfeiture or waiver of any amount due to the PARTNERSHIP OR remaining partners or of any damages accruing to IT OR them by reason of the violation of any of the terms, provisions and covenants contained in this Agreement.

ARTICLE ELEVEN VALUATION OF PARTNERSHIP INTERESTS Purchase Price of Partnership Interests

11.01 The full purchase price of the Partnership interest of a deceased, incompetent, withdrawn or terminated Partner shall be an amount equal to the Partner's capital and income accounts as they appear on the Partnership books on the date of death, incompetence, withdrawal or termination and adjusted to include the Partner's distributive share of any Partnership net profits or losses not previously credited to or charged against the income and capital accounts. In determining the amount payable under this Section, no value shall be attributed to the goodwill of the Partnership, and adequate provision shall be made for any existing contingent liabilities of the Partnership.

ARTICLE TWELVE TERMINATION OF THE PARTNERSHIP

Termination Events

12.01 The Partnership SHALL be terminated AND DISSOLVED UPON THE FIRST TO OCCUR OF THE FOLLOWING:

2. UPON THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE PARTNERSHIP, UNLESS SUCH ASSETS ARE REPLACED BY SIMILAR ASSETS WITHIN A REASONABLE TIME FOR THE PURPOSE OF CONTINUING THE PARTNERSHIP BUSINESS;

b. at any time on the WRITTEN affirmative vote of AT LEAST fifty-one (51) percent in interest, not in numbers, of the Partners; AND

c. except as otherwise provided in this Agreement, on the occurrence of any other event that under the Uniform Partnership Law would require the dissolution of general Partnership.

Distribution of Assets

12.02 On termination, the Partnership's business shall be wound up as timely as in practical under the circumstances; the Partnership's assets shall be applied as follows: (i) first to payment of the outstanding Partnership liabilities; (ii) then to a return of the Partner's capital in accordance with their Partnership interests. Any remainder shall be distributed according to the terms of Article Five; provided, however, that the Managing General Partners may retain a reserve in the amount they determine advisable for any contingent liability until such time as that liability is satisfied or discharged. If the Partner's capital has been returned, then the balance of the reserve shall be distributed in accordance with Article Five, otherwise, capital shall be returned in accordance with their Partnership interests, and then any remaining sums shall be distributed in accordance with Article Five.

ARTICLE THIRTEEN

AMENDMENTS

In Writing

13.01 Subject to the provisions of Article 8.01 and 8.02, this Agreement, except with respect to vested rights of any Partner, may be amended or modified in writing at any time by the agreement of Partners owning collectively at least fifty-one (51) percent in interest, not in numbers, in the Partnership.

ARTICLE FOURTEEN

MISCELLANEOUS

Partners

14.01 THE PARTNERSHIP MAY ADMIT AS A PARTNER ANY CORPORATION, INCLUDING AN ELECTING SMALL BUSINESS CORPORATION ("S CORPORATION") AS THAT TERM IS DEFINED IN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED ("IRC"), CERTAIN EMPLOYEE BENEFIT PLANS INCLUDING PENSION PLANS, AND CERTAIN TAX EXEMPT ORGANIZATIONS, INCLUDING INDIVIDUAL RETIREMENT ACCOUNTS ("IRA"), AS DEFINED IN THE IRC. IT WILL BE THE OBLIGATION OF ANY CORPORATE, BENEFIT PLAN, OR TAX EXEMPT ENTITY PARTNER TO COMPLY WITH ALL STATE AND FEDERAL LAWS, RULES AND REGULATIONS GOVERNING ITS EXISTENCE AS IT RELATES TO BECOMING A PARTNER IN THE PARTNERSHIP. WHETHER OR NOT AN ENTITY CAN BECOME A PARTNER OF THE PARTNERSHIP, WILL DEPEND UPON ITS CHARACTER AND LOCAL LAW. EACH PARTNER, IF NOT AN INDIVIDUAL, SHOULD CONSULT WITH THEIR OWN ATTORNEY AS TO ANY LIMITATIONS OR QUALIFICATIONS OF BEING A PARTNER IN THE PARTNERSHIP. THE PARTNERSHIP SHALL HAVE NO DUTY TO INQUIRE AND SHALL HAVE THE RIGHT TO ASSUME THAT ANY ENTITY APPLYING AND BECOMING A PARTNER IN THE PARTNERSHIP IS IN FACT UNDER ITS GOVERNING LAWS, ENTITLED TO BE A PARTNER IN THE PARTNERSHIP. THE PARTNERSHIP SHALL HAVE NO DUTY TO INQUIRE AND SHALL HAVE THE RIGHT TO ASSUME THAT ANY ENTITY APPLYING AND BECOMING A PARTNER IN THE PARTNERSHIP IS IN FACT UNDER ITS GOVERNING LAWS, ENTITLED TO BE A PARTNER IN THE PARTNERSHIP.

FURTHERMORE, A PARTNER, IF OTHER THAN AN INDIVIDUAL, WILL BE REQUIRED TO DESIGNATE TO THE MANAGING GENERAL PARTNER PRIOR TO ADMITTANCE IN THE PARTNERSHIP, A PERSON UPON WHOM ALL NOTICES RELATING TO THE PARTNERSHIP AND SHALL BE THE ONLY PERSON ON BEHALF OF THE PARTNER THE PARTNERSHIP WILL BE REQUIRED TO BE BOUND BY AND COMMUNICATE WITH WHEN NECESSARY. FURTHERMORE, AND IN THIS REGARD, ALL DISTRIBUTIONS TO BE MADE TO THE PARTNER PURSUANT TO THIS SECTION AND THIS AGREEMENT SHALL BE MADE ONLY TO THE PARTNER'S REPRESENTATIVE, IF NOT AN INDIVIDUAL, AND THE PARTNERSHIP SHALL NOT BE OBLIGATED TO MAKE DISTRIBUTIONS TO ANY OTHER PERSON WHO HAS AN INTEREST IN A PARTNER. PAYMENT TO SUCH PARTNER'S REPRESENTATIVE SHALL EXTINGUISH ALL LIABILITIES THE PARTNERSHIP MAY HAVE TO SUCH PARTNER.

IRA ACCOUNTS

1402 NOTICE IS HEREBY GIVEN TO ANY PARTNER CONSISTING OF AN IRA ACCOUNT THAT THE PARTNERSHIP IS NOT ACTION AS A FIDUCIARY ON BEHALF OF THE IRA ACCOUNT.

LIMITATIONS ON LIABILITY

1403 THE PARTNERS SHALL HAVE NO LIABILITY TO THE PARTNERSHIP OR TO ANY OTHER PARTNER FOR ANY MISTAKES OR ERRORS IN JUDGMENT, NOR FOR ANY ACT OR OMISSIONS BELIEVED IN GOOD FAITH TO BE WITHIN THE SCOPE OF AUTHORITY CONFERRED BY THIS AGREEMENT. THE PARTNERS SHALL BE LIABLE ONLY FOR ACTS AND/OR OMISSIONS INVOLVING INTENTIONAL WRONGDOING, FRAUD, AND BREACHES OF FIDUCIARY DUTIES OF CARE AND LOYALTY. ACTIONS OR OMISSIONS TAKEN IN RELIANCE UPON THE ADVICE OF LEGAL COUNSEL APPROVED BY FIFTY-ONE PERCENT (51%) IN INTEREST, NOT IN NUMBERS, OF THE PARTNERS AS BEING WITHIN THE SCOPE CONFERRED BY THIS AGREEMENT SHALL BE CONCLUSIVE EVIDENCE OF GOOD FAITH; HOWEVER, THE PARTNERS SHALL NOT BE REQUIRED TO PROCURE SUCH ADVICE TO BE ENTITLED TO THE BENEFIT OF THIS SECTION. THE PARTNERS HAVE THE RESPONSIBILITY TO DISCHARGE THEIR FIDUCIARY DUTIES OF CARE AND LOYALTY AND THOSE ENUMERATED IN THIS AGREEMENT CONSISTENTLY WITH THE OBLIGATION OF GOOD FAITH AND FAIR DEALING.

Additional Partners

1404 THE PARTNERSHIP MAY ADMIT UP TO ONE HUNDRED AND FIFTY (150) PARTNERS INTO THE PARTNERSHIP IN ACCORDANCE WITH SECTION 8.02. THE PARTNERSHIP SHALL HAVE THE RIGHT TO ADMIT MORE THAN ONE HUNDRED AND FIFTY (150) PARTNERS INTO THE PARTNERSHIP ONLY BY THE EXPRESS WRITTEN CONSENT OF FIFTY-ONE PERCENT (51%) IN INTEREST, NOT IN NUMBER, OF THE PARTNERS. ANY NEW OR ADDITIONAL PARTNER SHALL ACCEPT AND ASSUME IN WRITING THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SUITABILITY

1405 EACH PARTNER REPRESENTS TO THE PARTNERSHIP THAT IF THE PARTNER IS NOT AN ACCREDITED INVESTOR, AS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") (AS DEFINED BELOW), THAT THEY WILL NOTIFY THE MANAGING GENERAL PARTNERS IN WRITING WITHIN TEN (10) DAYS FROM THE DATE OF THAT PARTNER'S ADMISSION INTO THE PARTNERSHIP. AN ACCREDITED INVESTOR AS DEFINED IN THE ACT IS: A NATURAL PERSON WHO HAD INDIVIDUAL INCOME OF MORE THAN \$200,000.00 IN EACH OF THE MOST RECENT TWO (2) YEARS OR JOINT INCOME WITH THEIR SPOUSE IN EXCESS OF \$300,000.00 IN EACH OF THE MOST RECENT TWO (2) YEARS AND REASONABLY EXPECTS TO REACH THAT SAME INCOME LEVEL FOR THE CURRENT YEAR; A NATURAL PERSON WHOSE INDIVIDUAL NET WORTH (I.E., TOTAL ASSETS IN EXCESS OF TOTAL LIABILITIES), OR JOINT NET WORTH WITH THEIR SPOUSE, AT THE TIME OF ADMISSION INTO THE PARTNERSHIP IS IN EXCESS OF \$1,000,000.00; A TRUST, WHICH TRUST HAS TOTAL ASSETS IN EXCESS OF \$5,000,000.00, WHICH IS

NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE PARTNERSHIP INTEREST HEREIN AND WHOSE INVESTMENT IS DIRECTED BY A SOPHISTICATED PERSON WHO HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT HE IS CAPABLE OF EVALUATING THE MERITS AND RISKS INVOLVED IN BECOMING A PARTNER; ANY ORGANIZATION DESCRIBED IN SECTION 501(c)(3) OF THE IRC, CORPORATION, MASSACHUSETTS OR SIMILAR BUSINESS TRUST, OR PARTNERSHIP, NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE PARTNERSHIP INTEREST HEREIN, WITH TOTAL ASSETS IN EXCESS OF \$5,000,000.00; ANY PRIVATE BUSINESS DEVELOPMENT COMPANY AS DEFINED IN SECTION 3(a)(2) OF THE ACT OR ANY SAVINGS AND LOAN ASSOCIATION OR OTHER INSTITUTION AS DEFINED IN SECTION 3(a)(5) (A) OF THE ACT, WHETHER ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY; ANY BROKER-DEALER REGISTERED PURSUANT TO SECTION 15 OR SECTION 2(b) OF THE ACT; ANY INVESTMENT COMPANY REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940 OR A BUSINESS DEVELOPMENT COMPANY AS DEFINED IN SECTION 2(a)(48) OF THE ACT; ANY SMALL BUSINESS INVESTMENT COMPANY LICENSED BY THE U.S. SMALL BUSINESS ADMINISTRATION UNDER SECTION 301(c) OR (d) OF THE SMALL BUSINESS INVESTMENT ACT OF 1958; ANY PLAN ESTABLISHED AND MAINTAINED BY A STATE, ITS POLITICAL SUBDIVISION, OR ANY AGENCY OR INSTRUMENTALITY OF A STATE OR ITS POLITICAL SUBDIVISION, FOR THE BENEFIT OF ITS EMPLOYEES, IF SUCH PLAN HAS TOTAL ASSETS IN EXCESS OF \$5,000,000; ANY EMPLOYEE BENEFIT PLAN WITHIN THE MEANING OF THE EMPLOYEE RETIREMENT INCOME SECURITIES ACT OF 1974, IF THE INVESTMENT DECISION IS MADE BY A PLAN FIDUCIARY, AS DEFINED IN SECTION 3(21) OF SUCH ACT, WHICH IS EITHER A BANK, SAVINGS AND LOAN ASSOCIATION, INSURANCE COMPANY, OR REGISTERED INVESTMENT ADVISOR, OR IF THE EMPLOYEE BENEFIT PLAN HAS TOTAL ASSETS IN EXCESS OF \$5,000,000.00, OR, IF A SELF-DIRECTED PLAN, WITH INVESTMENT DECISIONS MADE SOLELY BY PERSONS THAT ARE ACCREDITED INVESTORS; AND, ANY ENTITY WHICH ALL OF THE EQUITY OWNERS ARE ACCREDITED INVESTORS AS DEFINED ABOVE.

Notices

14.06 Unless otherwise provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, telefaxed or sent by United States mail and shall be deemed to have been given when delivered in person, or upon receipt of telecopy or telex or three (3) business days after depositing it in the United States mail, registered or certified, when postage prepaid and properly addressed. For purposes thereof, the addresses of the parties hereto are as set forth in Exhibit "A" and may be changed if specified in writing and delivered in accordance with the terms of this Agreement.

FLORIDA LAW TO APPLY

14.07 THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS.

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Disputes

14.08 The Partners shall make a good faith effort to settle any dispute or claim arising under this Agreement. If, however, the Partners shall fail to resolve a dispute or claim, the Partners shall submit it to arbitration before the Florida office of the American Arbitration Association. In any arbitration, the Federal rules of Civil Procedure and the Federal rules of Evidence, as then existing, shall apply. Judgment on any arbitration awards may be entered by any court of competent jurisdiction.

Headings

14.09 Section headings used in this Agreement are included herein for convenience or reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

Parties Bound

14.10 This Agreement shall be binding on and have in the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

Severability

14.11 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, that invalid, illegal or unenforceable provisions shall not affect any other provision contained IN THIS AGREEMENT.

Counterparts

14.12 This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute by one and the same instrument.

Gender and Number

14.13 Whenever the context shall require, all words in this Agreement in the male gender shall be deemed to include the female or neuter gender AND VICE VERSA, AND all singular words shall include the plural, and all plural words shall include the singular.

Prior Agreements Superseded

14.14 This Agreement supersedes any prior understandings or written or oral agreements among the parties respecting the subject matter contained herein.

Complete P1, P2, P3 and Exhibit A and mail this page only with
check made payable to "P&S Associates, GP" to:

P & S ASSOCIATES, General Partnership
c/o SULLIVAN & POWELL
6558 N. Federal Hwy., Suite 210
 Ft. Lauderdale, FL 33308-1804

- 1) The Parties hereto have executed this Agreement by the signature and date set forth below. Each party signing below hereby represents and warrants that such party is sophisticated and experienced in financial and business matters and, as a result, is in a position to evaluate and participate in the business and administration of the Partnership.

Date: _____

Date: _____

- 2) Please check one of the following distribution options:

____ I elect to receive distributions on a quarterly basis in the amount of \$ _____.

____ I elect to have my quarterly distribution reinvested in the Partnership.

- 3) Please check one of the following accredited investor choices:

____ I am an accredited investor as defined below.

____ I am not an accredited investor.

The following would qualify as an "accredited investor."

(i) A person with an individual net worth, or together with his or her spouse a combined net worth, in excess of \$1,000,000. Net worth means the excess of total assets at fair market value, including home, home furnishings and automobiles, over total liabilities.

(ii) A person with an individual income (exclusive of any income attributable to his or her spouse) in excess of \$200,000 in each of the past two years, and that he or she reasonably expects to have an individual income in excess of \$200,000 during this year. Individual income means adjusted gross income, as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any tax-exempt interest income received under Section 103 of the United States Internal Revenue Code of 1986, as amended (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership as reported on Schedule E of form 1040, (iii) any deduction claimed for depletion under Section 611 of the Code and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code.

(iii) A person that together with his or her spouse, had a combined income in excess of \$300,000 in each of the past two years, and reasonably expects to have a combined income in excess of \$300,000 during this year.

EXHIBIT A (How you would like your account titled)

IMPORTANT - Please indicate your beneficiary.
Please include address & phone #.

Name, Address
Telephone No. and Fax No.

Social Security No. or
Federal ID No.

Capital Contribution

_____	_____	_____

_____	_____	_____

IMPORTANT - Please indicate your beneficiary.
Please include address & phone #.

SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE

THIS SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE (this "Agreement") is made and entered into as of June 1st, 2012, by and between Irving H. Picard, in his capacity as the Trustee ("Trustee") for the liquidation proceedings under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa, *et seq.* ("SIPA") of Bernard L. Madoff Investment Securities LLC ("BLMIS") and the substantively consolidated Chapter 7 case pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") of Bernard L. Madoff ("Madoff"), on the one hand, and S & P Associates, General Partnership, ("S&P"), on the other hand. Trustee and S&P shall be hereafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, BLMIS and its predecessor were registered broker-dealers and members of the Securities Investor Protection Corporation ("SIPC");

WHEREAS, on December 11, 2008, the United States Securities and Exchange Commission (the "Commission") filed a complaint in the United States District Court for the Southern District of New York (the "District Court") against BLMIS and Madoff. On December 12, 2008, the District Court entered an order which, among other things, appointed Lee S. Richards, Esq. as receiver (the "Receiver") for the assets of BLMIS (No. 08-CV-10791(LSS));

WHEREAS, on December 15, 2008, pursuant to section 5(a)(4)(A) of SIPA, the Commission consented to a combination of its own action with the application of SIPC. Thereafter, SIPC filed an application in the District Court under section 5(a)(3) of SIPA alleging, *inter alia*, that BLMIS was not able to meet its obligations to securities customers as they came due and, accordingly, its customers needed the protections afforded by SIPA. On December 15,

2008, the District Court granted the SIPC application and entered an order under SIPA, which, in pertinent part, appointed Trustee as the trustee for the liquidation of the business of BLMIS under section 5(b)(3) of SIPA, removed the Receiver as the receiver for BLMIS, and removed the case to the Bankruptcy Court under section 5(b)(4) of SIPA, where it is currently pending as Case No. 08-01789 (BRL). By order dated June 2, 2009, the estate of Madoff was substantively consolidated with the estate of BLMIS;

WHEREAS, pursuant to section 78fff-1(a) of SIPA, Trustee has the general powers of a bankruptcy trustee in a case under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), as well as the powers granted pursuant to SIPA. Chapters 1, 3, 5 and subchapters I and II of Chapter 7 of the Bankruptcy Code apply to this SIPA proceeding to the extent consistent with SIPA;

WHEREAS, under SIPA, Trustee is charged with the responsibility to marshal and liquidate the assets of BLMIS for distribution to BLMIS customers and others in accordance with SIPA in satisfaction of allowed claims, including through the recovery of avoidable transfers such as preference payments and fraudulent transfers made by BLMIS;

WHEREAS, Trustee's claims against S&P who received avoidable transfers from BLMIS arise under SIPA, including sections 78fff(b), 78fff-1(a) and 78fff-2(c)(3), sections 105(a), 541, 544, 547, 548, 550(a) and 551 of the Bankruptcy Code, the New York Debtor and Creditor Law § 270 *et seq.* (McKinney 2001) and other applicable laws;

WHEREAS, pursuant to an order of the Bankruptcy Court, dated December 23, 2008 (the "Claims Procedure Order"), Trustee is authorized to enter into settlements with claimants in connection with any claims upon which there is a disagreement, provided that Trustee obtain the approval of SIPC. Pursuant to the Claims Procedure Order, no further order of the Bankruptcy

Court is necessary as long as any obligation incurred by the BLMIS estate under the settlements are ascertainable from the books and records of BLMIS or are otherwise established to the satisfaction of Trustee;

WHEREAS, pursuant to an order of the Bankruptcy Court, dated November 12, 2010 (the "Settlement Order"), Trustee is authorized to enter into settlement agreements with S&Ps in settlement of avoidable transfers without Bankruptcy Court approval, subject to the limitations and procedures set forth therein. Pursuant to the Settlement Order, provided that the proposed settlement meets the settlement standards established by the Bankruptcy Court, including, without limitation, the approval of the proposed settlement by SIPC, no further order of the Bankruptcy Court is necessary for the settlement of any and all avoidable transfers in an amount up to and including Twenty Million United States Dollars (\$20,000,000.00);

WHEREAS, Trustee alleges that S&P received avoidable transfers in the aggregate amount of Three Hundred Twenty Five Thousand United States Dollars (\$325,000.00) in connection with BLMIS Account No. 1ZA874 (the "Avoidable Transfers");

WHEREAS, S&P filed Claim No. 004303 (the "Claim") in connection with BLMIS Account No. 1ZA874 (the "BLMIS Account");

WHEREAS, the Parties desire that the BLMIS Account and any and all claims and disputes the Parties may have against each other with respect to BLMIS, the BLMIS Account and the Avoidable Transfers be settled without the expense, delay and uncertainty of litigation.

DEFINITIONS

The following definition shall apply to and constitute part of this Agreement and all schedules, exhibits and annexes hereto:

"Unknown Claims" shall mean any Released Claim, as defined herein, that S&P does not know or suspect to exist in his, her or its favor at the time of giving the release in this Agreement that if known by him, her or it, might have affected his, her or its settlement and release in this Agreement. With respect to any and all Released Claims (as defined in Section 4(e), herein), S&P shall expressly waive or be deemed to have waived, the provisions, rights and benefits of California Civil Code section 1542 (to the extent it applies herein), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

S&P expressly waives, and shall be deemed to have waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable or equivalent in effect to California Civil Code section 1542. S&P may hereafter discover facts in addition to or different from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but S&P shall expressly have and shall be deemed to have fully, finally and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence or such

different or additional facts. S&P acknowledges and shall be deemed to have acknowledged that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

NOW THEREFORE, for the good and valuable consideration set forth herein, the adequacy and sufficiency of which is recognized for all purposes, the Parties agree as follows:

1. Avoidability of Avoidable Transfers. The Trustee claims that S&P received a preferential payment of \$325,000. The United States District Court for the Southern District of New York (Rakoff, J.), has ruled in another avoidance action that the Trustee's preference claims are barred by 11 U.S.C. Section 546(c). The Trustee intends to appeal that decision.

2. Determination. For purposes of this settlement and in consideration for the covenants and agreements set forth in this Agreement and for other good and valuable consideration (including, without limitation, the release set forth in Section 3), the receipt and sufficiency of which is hereby acknowledged, S&P shall pay the \$325,000 alleged preferential payment to the Trustee, subject to the provisions of this Agreement. The Parties agree to the following determination:

(a) S & P Associates, General Partnership. The Claim shall be determined, settled, compromised and allowed in the amount of Ten Million One Hundred Thirty One Thousand Thirty-Six United States Dollars (\$10,131,036.00) (the "Allowed Claim") pursuant to a Notice of Trustee's Determination of Claim, attached hereto as Exhibit 1 (the "Determination Notice"). S&P hereby waives the thirty (30) day objection period in connection with such determination, and such determination shall be deemed final as of the Effective Date (as defined in Section 3(a) herein).

(b) Preference. In consideration for the covenants and agreements described herein S&P shall pay to the SIPA Trustee the amount of \$325,000.00 in complete satisfaction of the Preference. Such amount shall be payable as follows: (a) Claimant hereby conveys, assigns, endorses and transfers to the SIPA Trustee the funds to be advanced by SIPC in the amount of \$325,000.00 in respect of BLMIS Account No. IZA873 (Claim No. 004328). Trustee will make a partial satisfaction of the Allowed Claim by sending S&P a check in the amount of One Hundred Seventy Five Thousand United States Dollars (\$175,000.00) advanced by the Securities Investor Protection Corporation. Trustee will also make a catch-up distribution payment of \$466,230.28 representing the 4.602% interim distribution made by the Trustee on or about October 3, 2011. The catch-up distribution payment shall be delivered no later than ten (10) business days after full execution of this Agreement.

(c) The Trustee agrees to release the freeze previously placed on Account No. IZA874 S&P Associates General Partnership at Branch Banking and Trust Company (the "BB&T Account"). The Trustee acknowledges that upon full execution of this Agreement, the Trustee has and asserts no interest in the BB&T Account or the funds contained therein.

(d) The Trustee acknowledges that any payment shall be made to: S&P Associates, c/o Becker & Poliakoff, LLP, Attorneys at Law, 261 Madison Avenue, New York, New York 10016.

3. Release by Trustee.

(a) In consideration for the covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, except with respect to any rights arising under this Agreement, Trustee hereby releases, remises and forever discharges only S&P from any and all past, present or future claims

or causes of action (including any suit, petition, demand, or other claim in law, equity or arbitration) and from any and all allegations of liability or damages (including any allegation of duties, debts, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, covenants, or accounts) of whatever kind, nature or description, direct or indirect, in law, equity or arbitration, absolute or contingent, in tort, contract, statutory liability or otherwise, based on strict liability, negligence, gross negligence, fraud, breach of fiduciary duty or otherwise (including attorneys' fees, costs or disbursements) known or unknown; that are, have been, could have been, or might in the future be, exclusively asserted by Trustee against S&P based on, arising out of, or relating in any way to the BLMIS Account or the Avoidable Transfers referred to herein.

(b) Trustee releases only S&P pursuant to the terms of this Agreement and does not release any others, including but not limited to any immediate, mediate or subsequent S&P's of S&P. Notwithstanding the foregoing release contained in Section 3(a), S&P is not released from liability for any transfers it may have received in connection with any account not specified herein, or may receive after the date of this Agreement which constitute subsequent transfers of transfers made by BLMIS which are avoidable and recoverable under SIPA, including sections 78fff(b), 78fff-1(a), and 78fff-2(c)(3), sections 105(a), 541, 544, 547, 548, 550(a), and 551 of the Bankruptcy Code, the (New York Debtor and Creditor Law § 270 et seq. (McKinney 2001), and other applicable laws.

(c) Dismissal of Adversary Proceeding. As soon as practicable after the Effective Date, Trustee will file a Notice of Dismissal dismissing adversary proceeding no. 10-05195 without prejudice subject to Section 7 herein and without costs to either Trustee or S&P.

4. Release by S&P.

(a) S&P hereby remises, releases and forever discharges (a) Trustee, (b) all of Trustee's attorneys, professionals, agents and consultants and (c) BLMIS and its consolidated estate from any and all claims or causes of action (including any suit, petition, demand, or other claim in law, equity or arbitration) and from any and all allegations of liability or damages (including any allegation of duties, debts, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, covenants, or accounts) of whatever kind, nature or description, direct or indirect, in law, equity or arbitration, absolute or contingent, in tort, contract, statutory liability or otherwise, based on strict liability, negligence, gross negligence, fraud, breach of fiduciary duty or otherwise (including attorneys' fees, costs or disbursements) known or unknown (including Unknown Claims), now existing or arising in the future, arising out of or in any way related to BLMIS, Madoff, the BLMIS Account or the Avoidable Transfers (the "Released Claims").

(b) Notwithstanding the foregoing release in Section 4(a), if Trustee has fully satisfied all valid net equity claims of customers and obligations to SIPC as subrogee and otherwise in accordance with SIPA, and thereafter has sufficient funds to make a distribution to general unsecured creditors, S&P may be entitled to a distribution as a general unsecured creditor of BLMIS and/or Madoff. The amount of any such claim will be determined by Trustee within his discretion and according to the equities of the case pursuant to section 502(f) of the Bankruptcy Code.

(c) Net Equity. Notwithstanding the foregoing release in Section 4(a), should a final and unappealable court order determine that Trustee is incorrect in his interpretation of "net equity" and its corresponding application to the determination of customer claims, Trustee will be bound by that order and will apply it retroactively to all previously determined customer

claims, including the Claim, in accordance with the court's order. In the event of such an order, nothing in this Agreement, including the withdrawal of the Claim and the Objection pursuant hereto, shall be construed as a waiver of any rights or claims held by S&P as a customer, as defined in section 78fff(2)(e)(4) of SIPA, of BLMIS ("BLMIS Customer") in having the Claim re-determined in accordance with such court order. In the event of such a re-determination, any payments due to a BLMIS Customer shall be made on a pro rata basis following any applicable SIPC advance based upon the final re-determined claim amount and in accordance with any court orders concerning distributions.

5. Assignment by S&P. If the Trustee has the legal capacity to pursue the following causes of action and claims, S&P does hereby absolutely, unconditionally and irrevocably assign, transfer and set over to Trustee and SIPC, as subrogee to the extent of its cash advances to Trustee for the satisfaction of the Claim, any and all rights, including causes of action or claims, that it now may have against BLMIS and/or any third party arising out of or relating to any fraudulent or illegal activity with respect to the BLMIS account which gave rise to the Allowed Claim. Further, S&P represents and warrants that it has not previously compromised or assigned any claim, cause of action or other right against BLMIS, its principals or agents or any third party arising out of or related to any fraudulent or illegal activity giving rise to the Allowed Claim.

6. S&P agrees that to facilitate the prompt partial satisfaction of the Customer Claim, the Trustee is authorized to settle the payment of \$325,000.00, characterized by the Trustee as a preferential payment pursuant to 11 U.S.C. 547(b) and 550(a), as set forth in paragraph 4(b). S&P disputes but will not object to this characterization. However, should a final and unappealable Court order hold that the Trustee lacks the power to recover preferential payments,

the Trustee will be bound by that order and within thirty (30) days will (a) redetermine the claim of S&P which will result in a reduction of the allowed claim by \$325,000.00 and (b) return the preference repayment of \$325,000 less the net of amount of any distributions made by the Trustee on account of the effect of the \$325,000 repayment on the allowed amount hereunder.

7. Nothing in this Settlement Agreement, Assignment and Release shall be construed as a waiver of any rights or claims held by investors in S&P of seeking separate SIPC protection on account of their respective separate claims.

8. Representations and Warranties; Survival.

(a) Trustee hereby represents and warrants to S&P that he has the full power, authority and legal right to execute and deliver this Agreement and to perform his obligations hereunder.

(b) S&P hereby represents and warrants to Trustee that: (i) it has the full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder; (ii) the execution and delivery of this Agreement and the performance by S&P of its obligations hereunder have been duly and validly authorized by all necessary action on the part of S&P; (iii) this Agreement has been duly executed and delivered by S&P and constitutes the valid and binding agreement of S&P, enforceable against S&P in accordance with its terms; (iv) in executing this Agreement, S&P has done so with the full knowledge of any and all rights that S&P may have with respect to the controversies herein compromised, and S&P has received or has had the opportunity to obtain independent legal advice from its attorneys with regard to the facts relating to said controversies and with respect to the rights arising out of said facts; and (v) no other person or entity, other than those specifically identified herein, has any interest in the matters that S&P releases herein, and S&P has not assigned or transferred or purported to assign

or transfer to any such third person or party all or any portion of the matters that S&P releases herein.

(c) Each of the representations and warranties set forth in this Section 6, shall survive in perpetuity.

9. New Information.

(a) If Trustee obtains new information after the date of this Agreement that gives Trustee reasonable cause to believe that S&P, or if S&P is not a natural person, any natural person acting on S&P's behalf, knew or should have known of the fraud at BLMIS, Trustee shall notify S&P thereof in writing, which notice shall include such new information. S&P shall then have the right, within ten (10) business days of receipt of such notice, to respond in writing to Trustee, refuting or explaining such new information. If after reviewing S&P's response, Trustee reasonably believes that the new information materially affects Trustee's decision to enter into this Agreement (in all cases taking into account S&P's written response, if any), Trustee may, on written notice to S&P, declare this Agreement and the settlement set forth herein, including the release given under Section 3, void, and S&P shall, within ten (10) business days of providing such notice, return the amounts paid in accordance with Section 2, to Trustee. Thereafter, each of the Parties shall have all rights and defenses as though this Agreement had never been executed.

10. Termination of Agreements with BLMIS. Any and all prior agreements between S&P and BLMIS are hereby terminated as of the date of this Agreement.

11. Further Assurances. Each Party shall execute and deliver any document or instrument reasonably requested by the other Party after the date of this Agreement to effectuate the intent of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, representations and understandings of the Parties concerning the subject matter hereof.
13. Amendment Waiver. This Agreement may not be terminated, amended or modified in any way except by written instrument signed by both Parties. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver.
14. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party; however, this Agreement does not prohibit S&P from assigning the Claim pursuant to an order of the Bankruptcy Court, dated November 10, 2010 (the "Claims Trading Order"), subject to the limitations and procedures set forth therein.
15. Successors. This Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and permitted assigns.
16. Negotiated Agreement. This Agreement has been fully negotiated by the Parties. Each Party acknowledges and agrees that this Agreement has been drafted jointly, and the rule that ambiguities in an agreement or contract may be construed against the drafter shall not apply in the construction or interpretation of this Agreement.
17. Severability. In the event that any term or provision of this Agreement or any application thereof is deemed to be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.
18. Counterparts; Electronic Copy of Signatures. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be

deemed to be an original and all of which shall constitute one and the same document. Each Party may evidence its execution of this Agreement by delivery to the other Party of scanned or faxed copies of its signature, with the same effect as the delivery of an original signature.

19. Governing Law. This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to the principle of conflicts of law thereof), the Bankruptcy Code and SIPA. Each Party hereby waives on behalf of itself and its successors and assigns any and all right to argue that the choice of New York law provision is or has become unreasonable in any legal proceeding.

20. JURISDICTION; WAIVER OF JURY TRIAL.

(a) THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT. IN THE EVENT THE ELMIS PROCEEDING IS CLOSED BY A FINAL DECREE AND NOT REOPENED, THE PARTIES AGREE THAT ANY DISPUTE ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR THE SUPREME COURT OF THE STATE OF NEW YORK IN NEW YORK COUNTY.

(b) EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. Confidentiality. The Parties agree to keep this Agreement confidential and not to disclose this Agreement except: (i) to their respective attorneys, professionals, agents and consultants; (ii) to SIPC or the Commission or any of their respective employees; and (iii) as required by law or legal process (including, for the avoidance of doubt, pursuant to a request by any governmental body or instrumentality). If either Party is required by law or legal process to disclose this Agreement to any party covered by clause (iii) above, such Party will, if practicable, give the other Party prompt notice of such request so that such other Party may seek an appropriate protective order at its sole cost and expense. In the absence of a protective order, the Party so required may disclose this Agreement; provided that it will request that confidential treatment be accorded to the identity of S&P. Notwithstanding the foregoing, either party may disclose this Agreement or the terms thereof in connection with any litigation concerning the subject matter herein.

22. Expenses. Each Party shall bear its respective expenses relating to or arising out of this Agreement, including, but not limited to, fees for attorneys, accountants and other advisors.

23. Notices. All notices, requests, demands, consents and communications necessary or required under this Agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, by overnight mail with confirmation, by facsimile (receipt confirmed) or by electronic means (receipt confirmed), in each case addressed and copied as set forth on the applicable signature page hereto. A Party may change its address for receiving notice by giving notice of a new address in the manner provided herein. All such notices, requests, demands, consents and other communications shall be deemed to have been duly given or sent two (2) days following the date on which mailed, or on the date on which

delivered by courier or by hand or by facsimile or electronic transmission (receipt confirmed), as the case may be, and addressed as aforesaid.

24. No Third Party Beneficiaries. Except as expressly provided in Section 3. or Section 4., the Parties do not intend to confer any benefit by or under this Agreement upon any person or entity other than the Parties hereto and their respective successors and permitted assigns.

25. Captions and Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and for reference and do not define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Any reference in this Agreement to a section is to a section of this Agreement. "Including" is not intended to be a limiting term.

[The next page is the signature page]

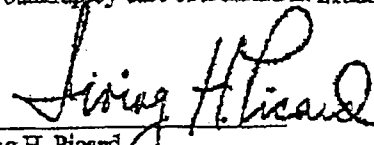
IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the date set forth above.

TRUSTEE

The Trustee for the Liquidation proceedings of Bernard L. Madoff Investment Securities LLC and the substantively consolidated bankruptcy case of Bernard L. Madoff

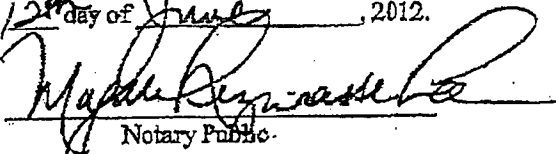
Address:
Irving H. Picard
c/o Baker & Hostetler LLP
45 Rockefeller Plaza
New York, New York 10111
Facsimile No.: (212) 589-4201

By: Irving H. Picard, the Trustee for the liquidation proceedings of Bernard L. Madoff Investment Securities LLC and the substantively consolidated bankruptcy case of Bernard L. Madoff


Irving H. Picard

With copies to:
Baker & Hostetler LLP
PNC Center
1900 East Ninth Street, Suite 3200
Cleveland, Ohio 44114-3482
Attention: Mary M. Bittencoe
Facsimile No.: (216) 696-0740

Sworn and subscribed before me this
12th day of June, 2012.


Notary Public.

Magali Lespinaisse Lee
Notary Public, State of New York
No. 011606901 [TRUSTEE SIGNATURE PAGE TO SETTLEMENT AGREEMENT]
Qualified in New York County
Commission Expires Jan. 22, 2014

S&P


Address:
S & P Associates, General Partnership
6550 North Federal Highway, Suite 210
Fort Lauderdale, Florida 33308

S & P ASSOCIATES, GENERAL PARTNERSHIP

By: 
Name: Michael Sullivan
Title: General Partner

With copies to:
Helen Davis Chaitman, Esq.
Becker & Poliakoff, LLP
45 Broadway
8th Floor
New York, New York 10006

Sworn and subscribed before me this
3rd day of May, 2012.


Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Kelly M. Hadlock
Commission #DD995686
Expires MAY 25, 2014
BENEDICT TRUST ATLANTIC BONDING CO., INC.

[S&P SIGNATURE PAGE TO SETTLEMENT AGREEMENT]

Exhibit I

S & P ASSOCIATES, GENERAL PARTNERSHIP

NOTICE OF TRUSTEE'S DETERMINATION OF CLAIM

BERNARD L. MADOFF INVESTMENT SECURITIES LLC

In Liquidation

DECEMBER 11, 2008¹

NOTICE OF TRUSTEE'S DETERMINATION OF CLAIM

June 29, 2012

S&P Associates General Partnership
6550 North Federal Highway, Suite 210
Fort Lauderdale, Florida 33308

Dear S&P Associates General Partnership:

PLEASE READ THIS NOTICE CAREFULLY.

The liquidation of the business of BERNARD L. MADOFF INVESTMENT SECURITIES LLC ("BLMIS") is being conducted by Irving H. Picard, Trustee under the Securities Investor Protection Act, 15 U.S.C. § 78aaa *et seq.* ("SIPA"), pursuant to an order entered on December 15, 2008 by the United States District Court for the Southern District of New York.

The Trustee has made the following determination regarding your claim on BLMIS Account Number 1ZA874, designated as Claim Number 004303:

Your claim for securities is **DENIED**. No securities were ever purchased for your account.

Your claim is **ALLOWED** for \$10,131,036.00, which represents (i) the balance of \$9,806,036.00 in BLMIS Account Number 1ZA874 on the Filing Date based on the amount of money you deposited with BLMIS for the purchase of securities, less subsequent withdrawals, plus (ii) \$325,000.00, the amount of the Preference (as defined herein).

¹ Section 78III(T)(B) of SIPA states that the filing date is "the date on which an application for a protective decree is filed under 78eee(a)(3)," except where the debtor is the subject of a proceeding pending before a United States court "in which a receiver, trustee, or liquidator for such debtor has been appointed and such proceeding was commenced before the date on which such application was filed, the term 'filing date' means the date on which such proceeding was commenced." Section 78III(T)(B). Thus, even though the Application for a protective decree was filed on December 15, 2008, the Filing Date in this action is on December 11, 2008.

Pursuant to conversations between my legal counsel, Thomas Wearsch, and your legal counsel, Helen Davis Chaitman, you agreed to settle the claim for BLMIS Account Number 1ZA874 on the terms and subject to the conditions set forth in that certain **SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE** enclosed herewith between S&P Associates General Partnership and the Trustee.

Pursuant to the terms of the **SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE**, your claim is **ALLOWED** for \$10,131,036.00 and will be satisfied in the following manner:

The last withdrawal of \$325,000.00 (the "Preference") was withdrawn from BLMIS Account Number 1ZA874 within 90 days of the Filing Date. This withdrawal is a preferential transfer which is recoverable by the Trustee under 11 U.S.C. §§547(b) and 550(a). To repay the Preference, you agreed to assign to the Trustee the first \$325,000.00 of the Securities Investor Protection Corporation ("SIPC") advance received in connection with BLMIS Account Number 1ZA874. This results in your **ALLOWED CLAIM** of \$10,131,036.00, and is in settlement of all claims the Trustee may have otherwise brought against you.

The enclosed **SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE** must be executed, notarized and returned in the envelope provided herewith. Upon receipt of the fully executed and notarized **SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE**, your **ALLOWED CLAIM** of \$10,131,036.00 will be partially satisfied in the amount of \$500,000.00, with the funds being advanced by SIPC pursuant to section 78fff-3(a)(1) of SIPA; provided, that you assigned, transferred, endorsed and set over to the Trustee the first \$325,000.00 of such advance on the terms and subject to the conditions set forth in the **SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE**. The Trustee will send you a check in the amount of \$175,000.00 -- the \$500,000.00 advanced to the Trustee by SIPC pursuant to section 78fff-3(a)(1) of SIPA, minus \$325,000.00 assigned to the Trustee as provided herein.

On July 12, 2011, the Court approved the Trustee's Motion to Allocate Property to the Customer Fund and Make an Interim Distribution. The first interim *pro rata* distribution of about 4.6% of allowed claims occurred on October 5, 2011. You are entitled to a catch up payment of \$466,230.28, which will be sent to you shortly. The Trustee expects that there will be future distributions of which you will be notified.


Irving H. Picard

Trustee for the Liquidation of the Business of
Bernard L. Madoff Investment Securities LLC

cc: Becker & Poliakoff
45 Broadway, Suite 800
New York, New York 10006
Attention: Helen Davis Chaitman, Esq.

SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE

THIS SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE (this "Agreement") is made and entered into as of June 12, 2012, by and between Irving H. Picard, in his capacity as the Trustee ("Trustee") for the liquidation proceedings under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa, *et seq.* ("SIPA") of Bernard L. Madoff Investment Securities LLC ("BLMIS") and the substantively consolidated Chapter 7 case pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") of Bernard L. Madoff ("Madoff"), on the one hand, and P & S Associates, General Partnership, ("P&S"), on the other hand. Trustee and P&S shall be hereafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, BLMIS and its predecessor were registered broker-dealers and members of the Securities Investor Protection Corporation ("SIPC");

WHEREAS, on December 11, 2008, the United States Securities and Exchange Commission (the "Commission") filed a complaint in the United States District Court for the Southern District of New York (the "District Court") against BLMIS and Madoff. On December 12, 2008, the District Court entered an order which, among other things, appointed Lee S. Richards, Esq. as receiver (the "Receiver") for the assets of BLMIS (No. 08-CV-10791(LSS));

WHEREAS, on December 15, 2008, pursuant to section 5(a)(4)(A) of SIPA, the Commission consented to a combination of its own action with the application of SIPC. Thereafter, SIPC filed an application in the District Court under section 5(a)(3) of SIPA alleging *inter alia*, that BLMIS was not able to meet its obligations to securities customers as they came due and, accordingly, its customers needed the protections afforded by SIPA. On December 15,

2008, the District Court granted the SIPC application and entered an order under SIPA, which, in pertinent part, appointed Trustee as the trustee for the liquidation of the business of BLMIS under section 5(b)(3) of SIPA, removed the Receiver as the receiver for BLMIS, and removed the case to the Bankruptcy Court under section 5(b)(4) of SIPA, where it is currently pending as Case No. 08-01789 (BRL). By order dated June 2, 2009, the estate of Madoff was substantively consolidated with the estate of BLMIS;

WHEREAS, pursuant to section 78fff-1(a) of SIPA, Trustee has the general powers of a bankruptcy trustee in a case under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), as well as the powers granted pursuant to SIPA. Chapters 1, 3, 5 and subchapters I and II of Chapter 7 of the Bankruptcy Code apply to this SIPA proceeding to the extent consistent with SIPA;

WHEREAS, under SIPA, Trustee is charged with the responsibility to marshal and liquidate the assets of BLMIS for distribution to BLMIS customers and others in accordance with SIPA in satisfaction of allowed claims, including through the recovery of avoidable transfers such as preference payments and fraudulent transfers made by BLMIS;

WHEREAS, Trustee's claims against P&S who received avoidable transfers from BLMIS arise under SIPA, including sections 78fff(b), 78fff-1(a) and 78fff-2(c)(3), sections 105(a), 541, 544, 547, 548, 550(a) and 551 of the Bankruptcy Code, the New York Debtor and Creditor Law § 270 *et seq.* (McKinney 2001) and other applicable laws;

WHEREAS, pursuant to an order of the Bankruptcy Court, dated December 23, 2008 (the "Claims Procedure Order"), Trustee is authorized to enter into settlements with claimants in connection with any claims upon which there is a disagreement, provided that Trustee obtain the approval of SIPC. Pursuant to the Claims Procedure Order, no further order of the Bankruptcy

Court is necessary as long as any obligation incurred by the BLMIS estate under the settlements are ascertainable from the books and records of BLMIS or are otherwise established to the satisfaction of Trustee;

WHEREAS, pursuant to an order of the Bankruptcy Court, dated November 12, 2010 (the "Settlement Order"), Trustee is authorized to enter into settlement agreements with P&S in settlement of avoidable transfers without Bankruptcy Court approval, subject to the limitations and procedures set forth therein. Pursuant to the Settlement Order, provided that the proposed settlement meets the settlement standards established by the Bankruptcy Court, including, without limitation, the approval of the proposed settlement by SIPC, no further order of the Bankruptcy Court is necessary for the settlement of any and all avoidable transfers in an amount up to and including Twenty Million United States Dollars (\$20,000,000.00);

WHEREAS, Trustee alleges that P&S received avoidable transfers in the aggregate amount of Eight Hundred Thousand United States Dollars (\$800,000.00) in connection with BLMIS Account No. 1ZA873 (the "Avoidable Transfers");

WHEREAS, P&S filed Claim No. 004328 (the "Claim") in connection with BLMIS Account No. 1ZA873 (the "BLMIS Account");

WHEREAS, the Parties desire that the BLMIS Account and any and all claims and disputes the Parties may have against each other with respect to BLMIS, the BLMIS Account and the Avoidable Transfers be settled without the expense, delay and uncertainty of litigation.

DEFINITIONS

The following definition shall apply to and constitute part of this Agreement and all schedules, exhibits and annexes hereto:

"Unknown Claims" shall mean any Released Claim, as defined herein, that P&S does not know or suspect to exist in his, her or its favor at the time of giving the release in this Agreement that if known by him, her or it, might have affected his, her or its settlement and release in this Agreement. With respect to any and all Released Claims (as defined in Section 4(a), herein), P&S shall expressly waive or be deemed to have waived, the provisions, rights and benefits of California Civil Code section 1542 (to the extent it applies herein), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

P&S expressly waives, and shall be deemed to have waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable or equivalent in effect to California Civil Code section 1542. P&S may hereafter discover facts in addition to or different from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but P&S shall expressly have and shall be deemed to have fully, finally and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or noncontingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence or such

different or additional facts. P&S acknowledges and shall be deemed to have acknowledged that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

NOW THEREFORE, for the good and valuable consideration set forth herein, the adequacy and sufficiency of which is recognized for all purposes, the Parties agree as follows:

1. Avoidability of Avoidable Transfers. The Trustee claims that P&S received a preferential payment of \$800,000. The United States District Court for the Southern District of New York (Rakoff, J.) has ruled in another avoidance action that the Trustee's preference claims are barred by 11 U.S.C. Section 546(e). The Trustee intends to appeal this decision.
2. Determination. For purposes of this settlement and in consideration for the covenants and agreements set forth in this Agreement and for other good and valuable consideration (including, without limitation, the release set forth in Section 3.), the receipt and sufficiency of which is hereby acknowledged, P&S shall pay the \$800,000 alleged preferential payment to the Trustee, subject to the provisions of this Agreement. The Parties agree to the following determination:

(a) P & S Associates, General Partnership. The Claim shall be determined, settled, compromised and allowed in the amount of Two Million Four Hundred Six Thousand Six Hundred Twenty-Four United States Dollars and Sixty-Five Cents (\$2,406,624.65) (the "Allowed Claim") pursuant to a Notice of Trustee's Determination of Claim, attached hereto as Exhibit 1 (the "Determination Notice"). P&S hereby waives the thirty (30) day objection period in connection with such determination, and such determination shall be deemed final as of the Effective Date (as defined in Section 3(a), herein).

(b) Preference. In consideration for the covenants and agreements described herein P&S shall pay to the SIPA Trustee the amount of \$800,000.00 in complete satisfaction of the Preference. Such amount shall be payable as follows: (a) Claimant hereby conveys, assigns, endorses and transfers to the SIPA Trustee the funds advanced by SIPC in the amount of \$500,000.00 in respect of BLMIS Account No. 1ZA873 (Claim No. 004328), (b) Claimant hereby covenants, assigns, endorses and transfers to the SIPA Trustee the catch-up distribution of \$110,752.87 which is the 4.602% interim distribution that was made by the SIPA Trustee to allowed claimants on or about October 3, 2011, (c) and Claimant will pay \$189,247.13 (the "Cash Payment") by wire transfer to the following bank account:

Citi Private Bank
666 Fifth Avenue, 5th Floor
New York, New York 10103
ABA No. 021000089
Swift Code: CITIUS33
Account No. 9947124947

Account Name: Irving H. Picard, Trustee for the
Liquidation of Bernard L. Madoff
Investment Securities LLC

(c) Upon the receipt of Cash Payment, the Trustee agrees to release the freeze previously placed on Account No. 1ZA873 P&S Associates General Partnership at Branch Banking and Trust Company (the "BB&T Account"). The Trustee acknowledges that upon full execution of this Agreement and receipt of the Cash Payment, the Trustee has and asserts no interest in the BB&T Account or the funds contained therein.

(d) The Trustee acknowledges that any payment shall be made to: P&S Associates, c/o Becker & Poliakoff, LLP, Attorneys at Law, 45 Broadway, 8th Floor, New York, New York 10006.

3. Release by Trustee.

(a) In consideration for the covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, except with respect to any rights arising under this Agreement, Trustee hereby releases, remises and forever discharges only P&S from any and all past, present or future claims or causes of action (including any suit, petition, demand, or other claim in law, equity or arbitration) and from any and all allegations of liability or damages (including any allegation of duties, debts, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, covenants, or accounts) of whatever kind, nature or description, direct or indirect, in law, equity or arbitration, absolute or contingent, in tort, contract, statutory liability or otherwise, based on strict liability, negligence, gross negligence, fraud, breach of fiduciary duty or otherwise (including attorneys' fees, costs or disbursements) known or unknown, that are, have been, could have been, or might in the future be, exclusively asserted by Trustee against P&S based on, arising out of, or relating in any way to the BLMIS Account or the Avoidable Transfers referred to herein.

(b) Trustee releases only P&S pursuant to the terms of this Agreement and does not release any others, including but not limited to any immediate, mediate or subsequent P&S's of P&S. Notwithstanding the foregoing release contained in Section 3(a), P&S is not released from liability for any transfers it may have received in connection with any account not specified herein, or may receive after the date of this Agreement which constitute subsequent transfers of transfers made by BLMIS which are avoidable and recoverable under SIPA, including sections 78ff(b), 78ff-1(a), and 78ff-2(c)(3), sections 105(a), 541, 544, 547, 548, 550(a), and 551 of the

Bankruptcy Code, the (New York Debtor and Creditor Law § 270 et seq. (McKinney 2001)), and other applicable laws.

(c) Dismissal of Adversary Proceeding. As soon as practicable after the Effective Date, Trustee will file a Notice of Dismissal dismissing adversary proceeding no. 10-05193 without prejudice subject to Section 7, herein and without costs to either Trustee or P&S.

4. Release by P&S.

(a) P&S hereby remises, releases and forever discharges (a) Trustee, (b) all of Trustee's attorneys, professionals, agents and consultants and (c) BLMIS and its consolidated estate from any and all claims or causes of action (including any suit, petition, demand, or other claim in law, equity or arbitration) and from any and all allegations of liability or damages (including any allegation of duties, debts, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, covenants, or accounts) of whatever kind, nature or description, direct or indirect, in law, equity or arbitration, absolute or contingent, in tort, contract, statutory liability or otherwise, based on strict liability, negligence, gross negligence, fraud, breach of fiduciary duty or otherwise (including attorneys' fees, costs or disbursements) known or unknown (including Unknown Claims), now existing or arising in the future, arising out of or in any way related to BLMIS, Madoff, the BLMIS Account or the Avoidable Transfers (the "Released Claims").

(b) Notwithstanding the foregoing release in Section 4(a), if Trustee has fully satisfied all valid net equity claims of customers and obligations to SIPC as subrogee and otherwise in accordance with SIPA, and thereafter has sufficient funds to make a distribution to general unsecured creditors, P&S may be entitled to a distribution as a general unsecured creditor of BLMIS and/or Madoff. The amount of any such claim will be determined by Trustee

within his discretion and according to the equities of the case pursuant to section 502(j) of the Bankruptcy Code.

(c) Net Equity. Notwithstanding the foregoing release in Section 4(a), should a final and unappealable court order determine that Trustee is incorrect in his interpretation of "net equity" and its corresponding application to the determination of customer claims, Trustee will be bound by that order and will apply it retroactively to all previously determined customer claims, including the Claim, in accordance with the court's order. In the event of such an order, nothing in this Agreement, including the withdrawal of the Claim and the Objection pursuant hereto, shall be construed as a waiver of any rights or claims held by P&S as a customer, as defined in section 78ffr(2)(e)(4) of SIPA, of BLMIS ("BLMIS Customer") in having the Claim re-determined in accordance with such court order. In the event of such a re-determination, any payments due to a BLMIS Customer shall be made on a pro rata basis following any applicable SIPC advance based upon the final re-determined claim amount and in accordance with any court orders concerning distributions.

5. Assignment by P&S. If the Trustee has the legal capacity to pursue the following causes of action and claims, P&S does hereby absolutely, unconditionally and irrevocably assign, transfer and set over to Trustee and SIPC, as subrogee to the extent of its cash advances to Trustee for the satisfaction of the Claim, any and all rights, including causes of action or claims, that it now may have against BLMIS and/or any third party arising out of or relating to any fraudulent or illegal activity with respect to the BLMIS account which gave rise to the Allowed Claim. Further, P&S represents and warrants that it has not previously compromised or assigned any claim, cause of action or other right against BLMIS, its principals or agents or any third

party arising out of or related to any fraudulent or illegal activity giving rise to the Allowed Claim.

6. P&S agrees that to facilitate the prompt partial satisfaction of the Customer Claim, the Trustee is authorized to settle the payment of \$800,000.00, characterized by the Trustee as a preferential payment pursuant to 11 U.S.C. 547(b) and 550(a), as set forth in paragraph 4(b). P&S disputes but will not object to this characterization. However, should a final and unappealable Court order hold that the Trustee lacks the power to recover preferential payments, the Trustee will be bound by that order and within thirty (30) days will (a) redetermine the claim of P&S which will result in a reduction of the allowed claim by \$800,000 and (b) return the preference payment of \$800,000 less the amount of any distributions made by the Trustee on account of the effect of the \$800,000 repayment on the allowed amount hereunder.

7. Nothing in this Settlement Agreement, Assignment and Release shall be construed as a waiver of any rights or claims held by Investors in P&S of seeking separate SIPC protection on account of their respective separate claims.

8. Representations and Warranties; Survival.

(a) Trustee hereby represents and warrants to P&S that he has the full power, authority and legal right to execute and deliver this Agreement and to perform his obligations hereunder.

(b) P&S hereby represents and warrants to Trustee that: (i) it has the full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder; (ii) the execution and delivery of this Agreement and the performance by P&S of its obligations hereunder have been duly and validly authorized by all necessary action on the part of P&S; (iii) this Agreement has been duly executed and delivered by P&S and constitutes the valid and binding agreement of P&S, enforceable against P&S in accordance with its terms; (iv)

in executing this Agreement, P&S has done so with the full knowledge of any and all rights that P&S may have with respect to the controversies herein compromised, and P&S has received or has had the opportunity to obtain independent legal advice from its attorneys with regard to the facts relating to said controversies and with respect to the rights arising out of said facts; and (v) no other person or entity, other than those specifically identified herein, has any interest in the matters that P&S releases herein, and P&S has not assigned or transferred or purported to assign or transfer to any such third person or party all or any portion of the matters that P&S releases herein.

(c) Each of the representations and warranties set forth in this Section 6, shall survive in perpetuity.

9. New Information.

If Trustee obtains new information after the date of this Agreement that gives Trustee reasonable cause to believe that P&S, or if P&S is not a natural person, any natural person acting on P&S's behalf, knew or should have known of the fraud at BLMIS, Trustee shall notify P&S thereof in writing, which notice shall include such new information. P&S shall then have the right, within ten (10) business days of receipt of such notice, to respond in writing to Trustee, refuting or explaining such new information. If after reviewing P&S's response, Trustee reasonably believes that the new information materially affects Trustee's decision to enter into this Agreement (in all cases taking into account P&S's written response, if any), Trustee may, on written notice to P&S, declare this Agreement and the settlement set forth herein, including the release given under Section 3, void, and P&S shall, within ten (10) business days of providing such notice, return the amounts paid in accordance with Section 2, to Trustee. Thereafter, each

of the Parties shall have all rights and defenses as though this Agreement had never been executed.

10. Termination of Agreements with BLMIS. Any and all prior agreements between P&S and BLMIS are hereby terminated as of the date of this Agreement.

11. Further Assurances. Each Party shall execute and deliver any document or instrument reasonably requested by the other Party after the date of this Agreement to effectuate the intent of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, representations and understandings of the Parties concerning the subject matter hereof.

13. Amendment Waiver. This Agreement may not be terminated, amended or modified in any way except by written instrument signed by both Parties. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver.

14. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party; however, this Agreement does not prohibit P&S from assigning the Claim pursuant to an order of the Bankruptcy Court, dated November 10, 2010 (the "Claims Trading Order"), subject to the limitations and procedures set forth therein.

15. Successors. This Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and permitted assigns.

16. Negotiated Agreement. This Agreement has been fully negotiated by the Parties. Each Party acknowledges and agrees that this Agreement has been drafted jointly, and the rule that

ambiguities in an agreement or contract may be construed against the drafter shall not apply in the construction or interpretation of this Agreement.

17. Severability. In the event that any term or provision of this Agreement or any application thereof is deemed to be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

18. Counterparts; Electronic Copy of Signatures. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same document. Each Party may evidence its execution of this Agreement by delivery to the other Party of scanned or faxed copies of its signature, with the same effect as the delivery of an original signature.

19. Governing Law. This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to the principle of conflicts of law thereof), the Bankruptcy Code and SIPA. Each Party hereby waives on behalf of itself and its successors and assigns any and all right to argue that the choice of New York law provision is or has become unreasonable in any legal proceeding.

20. JURISDICTION; WAIVER OF JURY TRIAL.

(a) THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT. IN THE EVENT THE BLMIS PROCEEDING IS CLOSED BY A FINAL DECREE AND NOT REOPENED, THE PARTIES AGREE THAT ANY DISPUTE ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR

THE SOUTHERN DISTRICT OF NEW YORK OR THE SUPREME COURT OF THE STATE OF NEW YORK IN NEW YORK COUNTY.

(b) EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. Confidentiality. The Parties agree to keep this Agreement confidential and not to disclose this Agreement except: (i) to their respective attorneys, professionals, agents and consultants; (ii) to SIPC or the Commission or any of their respective employees; and (iii) as required by law or legal process (including, for the avoidance of doubt, pursuant to a request by any governmental body or instrumentality). If either Party is required by law or legal process to disclose this Agreement to any party covered by clause (iii) above, such Party will, if practicable, give the other Party prompt notice of such request so that such other Party may seek an appropriate protective order at its sole cost and expense. In the absence of a protective order, the Party so required may disclose this Agreement; provided that it will request that confidential treatment be accorded to the identity of P&S. Notwithstanding the foregoing, either party may disclose this Agreement or the terms thereof in connection with any litigation concerning the subject matter herein.

22. Expenses. Each Party shall bear its respective expenses relating to or arising out of this Agreement, including, but not limited to, fees for attorneys, accountants and other advisors.

23. Notices. All notices, requests, demands, consents and communications necessary or required under this Agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, by overnight mail with confirmation, by

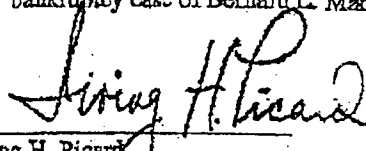
IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the date set forth above.

TRUSTEE

The Trustee for the liquidation proceedings of Bernard L. Madoff Investment Securities LLC and the substantively consolidated bankruptcy case of Bernard L. Madoff

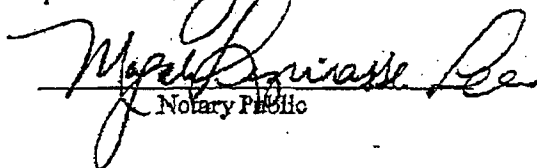
Address:
Irving H. Picard
c/o Baker & Hostetler LLP
45 Rockefeller Plaza
New York, New York 10111
Facsimile No.: (212) 589-4201

By: Irving H. Picard, the Trustee for the liquidation proceedings of Bernard L. Madoff Investment Securities LLC and the substantively consolidated bankruptcy case of Bernard L. Madoff


Irving H. Picard

With copies to:
Baker & Hostetler LLP
PNC Center
1900 East Ninth Street, Suite 3200
Cleveland, Ohio 44114-3482
Attention: Thomas M. Wearsch
Facsimile No.: (216) 696-0740

Sworn and subscribed before me this
2nd day of June, 2012.


Notary Public

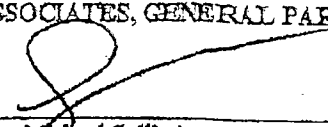
[TRUSTEE SIGNATURE PAGE TO SETTLEMENT AGREEMENT]

Magali Lespinasse Lea
Notary Public, State of New York
No. 01LE6069014
Qualified in New York County
Commission Expires Jan. 22, 2014

P&S

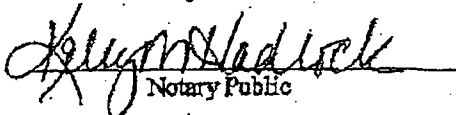
Address:
P & S Associates, General Partnership
6550 North Federal Highway, Suite 210
Fort Lauderdale, Florida 33308

P & S ASSOCIATES, GENERAL PARTNERSHIP

By: 
Name: Michael Sullivan
Title: General Partner

With copies to:
Helen Davis Chairman, Esq.
Becker & Poliakoff, LLP
45 Broadway
8th Floor
New York, New York 10006

Sworn and subscribed before me this
7th day of June, 2012.


Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Kelly M. Hadlock
Commission # DD995686
Expires MAY 25, 2014
BONDED TO THE ATLANTIC BONDING CO., INC.

[P&S SIGNATURE PAGE TO SETTLEMENT AGREEMENT]

Exhibit 1

P & S ASSOCIATES, GENERAL PARTNERSHIP

NOTICE OF TRUSTEE'S DETERMINATION OF CLAIM

BERNARD L. MADOFF INVESTMENT SECURITIES LLC

In Liquidation

DECEMBER 11, 2008¹

NOTICE OF TRUSTEE'S DETERMINATION OF CLAIM

June 29, 2012

P&S Associates General Partnership
6550 North Federal Highway, Suite 210
Fort Lauderdale, Florida 33308

Dear P&S Associates General Partnership:

PLEASE READ THIS NOTICE CAREFULLY.

The liquidation of the business of BERNARD L. MADOFF INVESTMENT SECURITIES LLC ("BLMIS") is being conducted by Irving H. Picard, Trustee under the Securities Investor Protection Act, 15 U.S.C. § 78aaa *et seq.* ("SIPA"), pursuant to an order entered on December 15, 2008 by the United States District Court for the Southern District of New York.

The Trustee has made the following determination regarding your claim on BLMIS Account Number 1ZA873, designated as Claim Number 004328:

Your claim for securities is **DENIED**. No securities were ever purchased for your account.

Your claim is **ALLOWED** for \$2,406,624.65, which represents (i) the balance of \$1,606,624.65 in BLMIS Account Number 1ZA873 on the Filing Date based on the amount of money you deposited with BLMIS for the purchase of securities, less subsequent withdrawals, plus (ii) \$800,000.00, the amount of the Preference (as defined herein).

¹ Section 7811(7)(B) of SIPA states that the filing date is "the date on which an application for a protective decree is filed under 78ecce(a)(3)," except where the debtor is the subject of a proceeding pending before a United States court "in which a receiver, trustee, or liquidator for such debtor has been appointed and such proceeding was commenced before the date on which such application was filed, the term 'filing date' means the date on which such proceeding was commenced." Section 7811(7)(B). Thus, even though the Application for a protective decree was filed on December 15, 2008, the Filing Date in this action is on December 11, 2008.

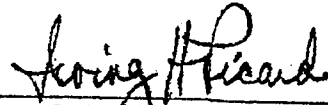
Pursuant to conversations between my legal counsel, Thomas Wearsch, and your legal counsel, Helen Davis Chaitman, you agreed to settle the claim for BLMIS Account Number 1ZA873 on the terms and subject to the conditions set forth in that certain **SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE** enclosed herewith between P&S Associates General Partnership and the Trustee.

Pursuant to the terms of the **SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE**, your claim is **ALLOWED** for \$2,406,624.65 and will be satisfied in the following manner:

The last withdrawal of \$800,000.00 (the "Preference") was withdrawn from BLMIS Account Number 1ZA873 within 90 days of the Filing Date. This withdrawal is a preferential transfer which is recoverable by the Trustee under 11 U.S.C. §§547(b) and 550(a). To repay the Preference, you agreed to (i) assign to the Trustee the \$500,000.00 Securities Investor Protection Corporation ("SIPC") advance received in connection with BLMIS Account Number 1ZA873, (ii) assign to the Trustee the \$110,752.87 you are entitled to receive from the first interim *pro rata* distribution of customer property that occurred on October 5, 2011, and (iii) pay \$189,247.13 to the Trustee. This results in your **ALLOWED CLAIM** of \$2,406,624.65, and is in settlement of all claims the Trustee may have otherwise brought against you.

The enclosed **SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE** must be executed, notarized and returned in the envelope provided herewith. Upon receipt of the fully executed and notarized **SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE** and the \$189,247.13 payment, your **ALLOWED CLAIM** of \$2,406,624.65 will be partially satisfied in the amount of \$500,000.00, with the funds being advanced by SIPC pursuant to section 78fff-3(a)(1) of SIPA; provided, that you assigned, transferred, endorsed and set over to the Trustee the full amount of such advance on the terms and subject to the conditions set forth in the **SETTLEMENT AGREEMENT, ASSIGNMENT AND RELEASE**.

On July 12, 2011, the Court approved the Trustee's Motion to Allocate Property to the Customer Fund and Make an Interim Distribution. The first interim *pro rata* distribution of about 4.6% of allowed claims occurred on October 5, 2011. You are entitled to a catch up payment, which will be assigned to the Trustee as provided herein. The Trustee expects that there will be future distributions of which you will be notified.



Irving H. Picard

Trustee for the Liquidation of the Business of
Bernard L. Madoff Investment Securities LLC

cc: Becker & Poliakoff
45 Broadway, Suite 800
New York, New York 10006
Attention: Helen Davis Chaitman, Esq.