



Downtown Façade and Building Stabilization Program

APPLICATION CHECKLIST

All items on the checklist are required to submit your application. Incomplete applications cannot be accepted.

SIX (6) COMPLETE SETS OF THE APPLICATION AND RELATED DOCUMENTS ARE REQUIRED FOR SUBMITTAL

<u>X</u>	Application (Including Project Description and Application Signature pages)
<u>X</u>	Color photographs of all building walls that can be seen from the street (Photos must be 8"x10" or larger, must show the entire building façade in each photo, and must clearly indicate existing façade details.)
<u>X</u>	Owner's Affidavit (Must be completed, signed, and notarized)
<u>X</u>	Certificate of Appropriateness issued by the Historic Preservation Board (HPB) or Certificate of Appearance Review issued by the Appearance Review Board (ARB) (If applicable)
<u>X</u>	Project Plans and Architectural Renderings (11"x17" or larger to adequately depict the project)
<u>X</u> Included in Plans	Three (3) Contractor's Bids/Estimates (For all work proposed)
<u>TBD by Contractor</u>	Specification Sheets and/or Material Samples (Pre-fabricated elements, signage, fixtures, materials, etc.)
	List of Vendors and Contractors Potentially Associated with the Façade and Building Improvements
<u>N/A</u>	Lease Agreement (If Tenant is Applicant)
<u>N/A</u>	Copy of Business Tax Receipt (For current year)
<u>N/A</u>	Structural Assessment (If applying for Stabilization funding within the Parramore Heritage Area)



Downtown Façade and Building Stabilization Program

APPLICATION

Subject Property Information:

Project Address: 223 - 231 NORTH MAGNOLIA AVENUE
Orlando, FL 32801

CRA Planning Area: X CBD Eola Parramore Heritage Uptown

Project Type: X Façade Improvements Building Stabilization Improvements

Parcel ID Number(s): 26-22-29-1712-00043

City Zoning: AC-3A/T

Applicant:

Name: STEVEN JAY WOLK

Business Name: N/A

Mailing Address: 857 Dover Road
Maitland, FL 32751-3121

Phone Number: (407) 339-2933 Fax Number: (407) 332-1986

Email Address: Sjaywolk aol.com

Property Owner (if different than Applicant):

Name: STEVEN JAY WOLK 15%; STEPHEN WOLK LIVING TRUST DATED JULY 18, 1996 42.5%; HELEN J. WOLK LIVING TRUST DATED JULY 18, 1996 42.5%

Mailing Address: c/o Steven Jay Wolk, Trustee
857 Dover Road
Maitland, FL 32751-3121

Phone Number: (407) 339-2933 Fax Number: (407) 332-1986

Email Address: Sjaywolk aol.com

Downtown Façade and Building Stabilization Program

PROJECT DESCRIPTION:

The following feature of the proposed construction work on the subject

property is submitted as the basis for the Downtown Facade and Building

Stabilization Program grant:

Enclosure of butt-joined (no intervening supports, spars, or mullions) glass

of retail stores on first floor of facade (west side) of building following

demolition of existing concrete facade and addition of balconies to front

of building (referred to as "Storefront System" in "Front Facade Cost Break-

down" included in estimate of C. F. Tuohey Construction Company, Inc. sub-

mitted herewith) - \$86,000.00.

TOTAL PROJECT COST	\$ 86,000.00
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APPLICANT'S FUNDING	\$ 66,000.00
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TOTAL PROGRAM FUNDING REQUESTED	\$	20,000.00
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Downtown Façade and Building Stabilization Program

APPLICATION SIGNATURE

The Applicant, STEVEN JAY WOLK, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Community Redevelopment Agency Staff, the Façade Grant Review Committee, the Community Redevelopment Agency Advisory Board, and the Community Redevelopment Agency is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. In addition, you may be subject to prosecution under Orlando City Code Section 43.16, False Information. The Downtown Orlando Community Redevelopment Agency (CRA) maintains the right to request any additional information needed to process this Application.

If the Applicant is awarded funding from the Downtown Façade and Building Stabilization Program, the Applicant agrees that it will enter into a Funding Agreement with the CRA with terms relating to, among other things, the CRA's right to receive re-payment of program funds, the CRA's right to review and audit any and all records related to the Agreement, and the CRA's payment of program funds only upon completion of the project as approved. In case of a default in terms of the Agreement, the Applicant may be responsible for repayment of distributed funds.

By signing below, the Applicant authorizes the City of Orlando to request criminal background checks from local, state, and federal agencies. Please note that a criminal background check is conducted on every applicant and that review of this application is contingent upon satisfactory completion of a criminal background check.

By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Downtown Façade and Building Stabilization Program policies, procedures, and conditions.

Applicant Signature: _____

STEVEN JAY WOLK, Individually

Date: APR 14 2017

Property Owner Signature: _____

STEPHEN WOLK LIVING TRUST DATED JULY 18, 1996
HELEN J. WOLK LIVING TRUST DATED JULY 18, 1996
By: STEVEN J. WOLK, Trustee of each Trust

Date: APR 14 2017



Downtown Façade and Building Stabilization Program

Owner's Affidavit

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned personally appeared:

(Print Name) STEPHEN WOLK LIVING TRUST DATED JULY 18, 1996, who duly sworn, upon oath, deposes and says:

^{it}
That ~~he/she~~ is the owner, or duly authorized representative of the owner, of certain property located at:

223 - 231 North Magnolia Avenue, Orlando, FL 32801 (Address)

L W COOKS SUB C/108 BEG 100 FT S OF NW COR OF LOT 4 RUN S 71.45 FT
E 105.25 FT TO PT 171 F (Legal Description)

That STEVEN J. WOLK (Applicant) operates or intends to operate a business at the above location.

That the Applicant and his contractors or agents have permission to implement the improvements listed of the Downtown Façade and Building Stabilization Program (the "Application") dated April 14, 2017.

By signing this Affidavit, I hereby waive any claim against the City of Orlando (the "City") or the Community Redevelopment Agency (the "CRA") arising out of the use of said grant funds for the purposes set forth in the Application. I further agree to hold the City and CRA harmless for any charges, damages, claims, or liens arising out of the Applicant's participation in the Downtown Façade and Building Stabilization Program.

FURTHER AFFIANT SAVETH NOT.

Signature of Affiant

STEPHEN WOLK LIVING TRUST DATED JULY 18, 1996

Title if Affiant is acting on behalf of a corporation, LLC, or partnership

By: STEVEN J. WOLK, Its Trustee

STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to and Subscribed before me this 14th day of April, 2017, by Steven J. Wolk, who is the owner, or a duly authorized representative of the owner, of the above-referenced property, and who is personally known to me or has produced FLDL exp 05/24/21, as identification.

Notary Public

My Commission Expires: 12/02/17

[NOTARY STAMP]





Downtown Façade and Building Stabilization Program

Owner's Affidavit

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned personally appeared:

(Print Name) HELEN J. WOLK LIVING TRUST DATED JULY 18, 1996, who duly sworn, upon oath, deposes and says:

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Notary Public

My Commission Expires: 12/02/17

[NOTARY STAMP]











**LIVING TRUST
OF
HELEN J. WOLK**

I, HELEN J. WOLK, of Seminole County, Florida, do hereby make and execute this Agreement to be known as the "HELEN J. WOLK LIVING TRUST DATED THE 18TH DAY OF JULY, 1996," (hereinafter referred to as the "Trust") and I direct that the Trustee hereunder shall hold, manage and distribute the Trust Estate for the uses and purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I. - PURPOSE OF TRUST

Grantor has established this trust in order to provide a means for the management of certain of Grantor's properties and the proceeds of insurance upon Grantor's life, for the management of such further property interests as may be deposited with Trustee by Grantor, and for the management and disposition of such assets after Grantor's death, all in the manner hereafter provided. At the time this Trust is executed the Grantor's immediate family consists of her husband, STEPHEN WOLK, and her two (2) children, STEVEN J. WOLK and GINA L. WOLK.

ARTICLE II. - TRUST PROPERTY

A. Initial Trust Property. The Grantor hereby assigns and transfers to the Trustee the property described in Schedule "A" attached hereto. Although Grantor may evidence such transfers of property to the Trustee with other documentation, Grantor intends by execution of this Trust to effect the legal transfer of title of all such property to the Trustee, and this Trust shall be considered for all purposes to have effected such transfer.

B. Additional Trust Property. So long as this Trust remains unrevoked, either the Grantor or any other person, with the consent of the Trustee, may, subject to the provisions of this Trust, add other property, by transferring such property to the Trustee hereunder by deed, assignment, bequest, devise, or other means, and if so added, such property shall be subject to the provisions hereof to the same extent as if originally described in Schedule "A" attached hereto. The deposit of additional property with Trustee and the passing of any property to Trustee under the terms of Grantor's Will shall be effective regardless of the jurisdiction in which Grantor may be then domiciled, and all of such property received by Trustee shall be added to and administered as a part of the Trust Estate.


Initials

C. Trust Estate. The property described in Schedule "A" attached hereto, together with any additional trust property which may be subject to the provisions of this Trust pursuant to Paragraph B above, all being sometimes hereinafter referred to as the "Trust Estate," and the income therefrom, shall be held by the Trustee in trust and managed and distributed for and upon the trusts, purposes and conditions hereinafter set forth.

ARTICLE III. - LIFETIME RESERVATIONS BY GRANTOR

A. Amend and Revoke. During Grantor's life, except during any period of adjudicated incompetency, Grantor shall have the right, to be exercised from time to time in writing signed and acknowledged by Grantor, or by any duly authorized attorney-in-fact for the Grantor, to be effective when delivered to each Trustee then serving, or to any beneficiary of the Trust if for any reason there shall be no Trustee then serving:

1. To revoke this instrument entirely and to receive from Trustee all of the Trust Estate remaining after making payment or provisions for payment of all expenses connected with the administration of this Trust.

2. From time to time to amend this instrument in any and every particular; provided, however, that the duties, responsibilities and rate of compensation of a Trustee shall not be substantially changed without the written consent of that Trustee.

3. From time to time to change the identity or number, or both, of the Trustee.

4. From time to time to withdraw from the operation of this Trust any part or all of the Trust Estate.

B. Deal with Insurance. During Grantor's life, except during any period of adjudicated incompetency, with respect to all policies of life insurance at any time deposited with Trustee by Grantor and made subject to the terms of this Trust, Grantor reserves the right to be exercised by Grantor's own act alone, or by the act of a duly authorized attorney-in-fact for the Grantor:

1. To sell, assign or hypothecate any or all of the policies.

2. To exercise any option or privilege granted by the policies, including the right to change the beneficiaries of any policy.

3. To borrow any sum from the insurer or any individual, partnership, corporation or association, and to pledge the policies as security for those loans.

4. To receive all payments, dividends, surrender values, benefits or privileges of any kind that may accrue on account of the policies.

5. To inspect freely and to withdraw from the Trust any or all of the policies.

ARTICLE IV. - LIFE INSURANCE PREMIUMS AND PROCEEDS

A. Payment of Premiums. The Trustee is not obligated to pay any premiums or assessments upon any of the policies of insurance described in Schedule "A" attached hereto or hereafter made subject to the provisions of this Trust, or to keep itself or the Grantor informed with respect to the payment thereof; and the Trustee's sole responsibility in reference to such policies during the lifetime of the Grantor shall be the safekeeping of such policies. The Grantor intends to pay all such premiums or assessments, but Grantor shall be under no duty to do so, and Grantor shall sustain no liability to anyone if Grantor should permit any of such policies to lapse for non-payment of premiums or assessments or otherwise permits any such policies to become uncollectible.

B. Collection of Death Benefits. Upon the death of the insured under any policy of insurance then subject to this Trust, the Trustee, as soon as practicable, shall take all necessary steps to collect the death benefits payable under all such policies. The Trustee shall have full power and authority to furnish the necessary proof of death, to execute and deliver releases, receipts, and all other necessary instruments to compromise or adjust any disputed claims as in the Trustee's discretion deems best, to bring suit upon any such policy, and to do and perform all other acts necessary for the collection of all amounts payable under such policies, and to pay the expenses thereof out of the Trust Estate. Notwithstanding the foregoing, the Trustee shall not be obligated to bring any suit to enforce payment upon any such policy unless the Trustee is in possession of the assets of the Trust Estate from which the costs and expenses of such suit, including attorneys' fees, can be paid, or unless indemnified to the Trustee's satisfaction against all such costs and expenses; and if suit shall be brought, the Trustee shall have complete discretion to effect a compromise or settlement on such terms as the Trustee deems best. If suit is not brought because of lack of funds or satisfactory indemnification, the Trustee may assign all of said Trustee's rights under the policy or policies in question to those persons to whom and in the proportions in which such rights would be distributed if they constituted current income of the trust or trusts established hereunder following the Grantor's death. Upon such assignment, the Trustee's liability and accountability with respect to such policy or policies shall terminate, and the trust or trusts created under this Trust shall also thereupon terminate with respect to such policy or policies and the death benefits thereunder.

C. Settlement Options. If any insurance company whose policy or policies are subject to this Trust will hold the proceeds of such policy or policies under any of the options of

settlement available under such policy or policies or otherwise available under the practices and procedures of such company, the Trustee may, in the Trustee's discretion, permit the proceeds of such policy or policies to be paid pursuant to any such options of settlement.

D. Release of Insurance Companies. No insurance company whose policy or policies shall be subject to this Trust and who shall make payment of all the benefits thereunder to the Trustee shall be required to inquire into or take notice of any of the provisions of this Trust or to see to the application or disposition of such benefits; and the receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts established hereunder.

ARTICLE V. - BENEFICIAL INTEREST OF GRANTOR

In the event any property, other than insurance policies of which the Trustee merely has custody, shall become part of the Trust Estate during the life of the Grantor, the following provisions shall apply:

A. Periodic Distributions of Income and Principal. During the lifetime of the Grantor, the Trustee, quarter-annually or at more frequent intervals mutually agreeable to the Grantor and the Trustee, shall distribute to or apply for the use and benefit of the Grantor such portion of the income or principal, or both, of the Trust Estate as the Grantor or the Grantor's duly authorized attorney-in-fact from time to time shall request. In the event the Trustee should receive a written certification from the Grantor's regularly treating physician (or, if such regular physician is unavailable, then from two (2) licensed physicians) that the Grantor is incapable of the care, custody and management of her own estate and affairs by reason of age or physical or mental infirmity, the Trustee shall distribute to or apply for the use and benefit of the Grantor and those persons dependent upon her for their support, such portion of the income or principal, or both, of the Trust Estate as the Trustee, in said Trustee's discretion, deems necessary or desirable to provide for the proper comfort, happiness, health, education, maintenance and support of the Grantor and such dependent persons.

B. Payment of Bills. In addition, the Trustee shall pay from the income or principal of the Trust Estate such bills, statements and other obligations of the Grantor as the Grantor or the Grantor's duly authorized attorney-in-fact shall instruct in writing or shall approve in writing and send to the Trustee for payment.

C. Accumulation of Balance of Income. The foregoing distributions or payments shall be made from income and the required balance from the principal of the Trust Estate. Any income earned in any calendar year and not so distributed during that year shall be accumulated and added to the principal of the Trust Estate.


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D. Beneficial Interest in Grantor's Home. In the event that the Trust Estate includes the Grantor's primary residence, the Grantor reserves the right to reside upon such real property as her permanent residence during her life, it being the intent of this provision to retain for the Grantor the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes, so that such beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this agreement to the contrary, the Grantor's interest in any real property in which she resides pursuant to the provisions of this agreement shall be deemed to be an interest in real property, and not personalty. So long as such property is the residence of the Grantor and the Grantor remains competent, the Trustee shall in no way be held responsible for the supervision, care, control or maintenance of the property, and shall have no duty to perform initial or periodic inspections of the property; nor shall the Trustee be responsible for determining the adequacy or existence of any insurance coverage with respect to the property. Additionally, the Trustee shall not be obligated to pay any taxes, insurance premiums, or other expenses related to such property; however, if the Trustee has knowledge that the Grantor has failed to pay any such taxes, insurance premiums or other expenses, the Trustee may pay the same if the Trust has sufficient funds to do so. Such property shall remain the residence of the Grantor pursuant to this provision until such time as the Grantor advises the Trustee in writing that the Grantor no longer intends to occupy such property as the Grantor's residence, or the Trustee determines that the Grantor has permanently vacated such property as the Grantor's residence.

ARTICLE VI. - SPECIAL DUTIES OF ADMINISTRATION

Upon the death of Grantor, this Trust shall become irrevocable and the Trustee shall have the following special duties and powers in addition to managing and distributing the Trust Estate in accordance with the remaining Articles of this instrument.

A. Lend or Purchase. To the extent that assets of the Grantor's probate estate, exclusive of property specifically bequeathed and property which the personal representative thereof shall determine to be undesirable to sell, are insufficient to pay any part or all of the claims and debts of the Grantor's estate, including but not limited to expenses of last illnesses, funeral and suitable marker, as well as lawful debts, together with all estate, inheritance, succession and other death taxes (including penalties and interest thereon, if any) and/or all or part of the costs of the administration of the Grantor's estate (all hereinafter referred to as "claims and debts") the Trustee may lend to the estate of the Grantor sufficient funds upon such terms as to security, rate and maturity and in other respects as the Trustee shall deem advisable to enable the Grantor's estate to pay all or a portion of the above claims and debts (such loan need not be secured if in the Trustee's opinion it is in the best interests of the beneficiaries of the Trust not to obtain security in light of the overall objectives and requirements of the beneficiaries, the

Grantor and Grantor's estate); or, in the alternative the Trustee may acquire by purchase, exchange or otherwise, sufficient assets from the estate of the Grantor to provide the estate of the Grantor with sufficient funds to pay claims and debts, even though such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other trust funds, and even though acquisition of such property may result in a large percentage of the Trust Estate being invested in one class of property, and the Trustee may retain such property so acquired for so long as the Trustee shall deem it advisable. If, in the Trustee's discretion, it is desirable to exercise both of the alternatives described in this paragraph together, rather than alternatively in order to meet the claims and debts of the estate of the Grantor, the Trustee may elect to do so.

B. General Power of Appointment Reserved by Grantor. Grantor reserves the right to appoint any part or all of the Trust Estate as shall otherwise be included in Grantor's estate for federal tax purposes by Grantor's Will duly proved and by specific reference to this power of appointment to her Personal Representative. Specifically, this power is not exercisable over or with respect to any property that shall not otherwise be included in Grantor's gross estate for federal tax purposes. Any property not so appointed shall be managed and distributed in accordance with the remaining provisions of this instrument.

C. Payment of Liabilities of Grantor's Estate. Except as otherwise set forth in this Paragraph, all payments made by Trustee upon claims and debts of Grantor's estate, whether directed by Grantor's Will in exercise of the power of appointment referenced in Paragraph B of this Article or required by law, shall be charged as an expense of the Trust without apportionment to any person and without seeking contribution from anyone. Provided, however, the payment of any indebtedness which is secured by a mortgage or lien on any property shall be charged to the distributee of such property, unless the provision distributing such property provides that such property is to be distributed free and clear of such liens. Provided further, that any estate, inheritance or other death tax shall be equitably apportioned among, and paid by, the recipients or beneficiaries of the assets subject to such taxes, in the proportion that the value of each asset included in the measure of the tax bears to the total value of assets included in the measure of the tax. Specifically, no estate or inheritance taxes so paid shall in any way diminish the portion of the Trust Estate set aside for Grantor's spouse pursuant to the marital distribution given herein or any other property passing to Grantor's spouse under this Trust or otherwise which qualifies for, and is included in, computing the Grantor's marital deduction for federal estate tax purposes. If payment of funds for such claims and debts from the Trust Estate is required, payment shall be made only from the assets of the Trust Estate that otherwise would be included in Grantor's gross estate for estate tax purposes or from income from these assets as hereafter provided. If the Trust owns, at Grantor's death, any United States treasury bonds ("Bonds") which can be redeemed at par for the payment of the Grantor's estate taxes, then the Trustee shall be required to use such Bonds to the extent necessary to pay estate taxes due as a result of Grantor's death. Payment may

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be made upon receipt by Trustee of a request made in writing and signed by the personal representative of Grantor's probate estate and may be made in direct payment of the items or by payment to the personal representative except that estate taxes shall be paid to the taxing authority. Payment in either manner shall be without need to verify the amount or the purpose nor to see to the application of the funds.

D. Distributions in the Event of Apportionment of Taxes. In the event the personal representative of Grantor's estate is required by an order of apportionment to collect a portion of estate or inheritance taxes from the recipients of property included in Grantor's gross estate for estate tax purposes, the Trustee is directed to distribute to each recipient of property other than the Trustee an amount equal to the tax that is required by the order of apportionment that is so paid by the recipient.

ARTICLE VII. - DIVISION OF TRUST ESTATE

Following the death of the Grantor, and after making provision for those matters set forth in Article VI above, the balance of the Trust Estate shall be divided in the following manner:

A. Amount of Bequest. If Grantor's spouse, STEPHEN WOLK, shall survive the Grantor, the Trustee shall distribute out of the Trust Estate a pecuniary amount (undiminished by any claims and debts which the Trustee is directed to or has determined to pay under the provisions hereof) outright to Grantor's spouse, that when added to the total value for federal estate tax purposes of all other interests in property that pass or have passed from the Grantor to the Grantor's spouse under this instrument or otherwise than under this instrument and that are includable in the Grantor's gross estate for federal estate tax purposes and that qualify for the marital deduction, equal the least amount which, if subtracted from the value of the Grantor's gross estate as finally determined for federal estate tax purposes would result in no federal estate tax imposed on account of the Grantor's death after taking into account the unified credit against federal estate taxes available under Section 2010 of the Code and the credit for state death taxes under Section 2011 of the Code (but only to the extent that the use of such credit does not increase the death tax payable to any state). The Trustee, in the Trustee's sole discretion, shall select the assets, either cash or property in kind, or both, to be distributed to Grantor's spouse in satisfaction of the marital distribution but no assets or proceeds of any asset that do not qualify for the marital deduction shall be distributed; nor shall any insurance on the life of Grantor's spouse, or property which constitutes the right to income in respect of a decedent under Section 691, or the proceeds thereof, be used to satisfy the marital distribution except to the extent that other available assets are insufficient. To the extent the Trustee distributes property in satisfaction of this marital distribution, the property so distributed must be valued as of the date or dates of distribution.


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B. Gift if Spouse Survives But Not By At Least Six (6) Months. If Grantor's spouse survives Grantor but does not survive her by at least six (6) months, then there shall be distributed to Grantor's spouse (or his estate) an amount which, when deducted from Grantor's federal gross estate as a marital deduction and added to Grantor's spouse's estate as it exists at the time of his death, would make their net taxable estates exactly equal, as calculated under federal estate tax law in force at the date of his death. The calculation of the distribution under this paragraph shall be made on the basis of facts and values existing on the date of Grantor's death as if her spouse had died at the moment of her death, and shall not be affected by any changes in Grantor's spouse's estate after her death.

C. Designation of Property. In order to fund the amount to be distributed to the Grantor's spouse pursuant to this Article, the Trustee shall select the property from the Trust Estate, either cash or in kind or partly in each, but there shall not be included any insurance that is owned by Grantor on the life of Grantor's spouse nor any property or proceeds of property which shall not qualify for the federal estate tax marital deduction and the amount of this marital distribution shall be reduced to the extent there are not sufficient qualifying assets. Further, to the extent there are other qualifying assets, the marital distribution shall not include property or proceeds of property which is income with respect of a decedent under Section 691 of the Code, which is subject to any foreign estate, inheritance, succession or other death taxes or death duties or which satisfies the requirements for redemption under Section 303 of the Code; however, the amount to be set aside for such marital distribution shall not be reduced on account of any such inclusion. Unless explicitly provided for to the contrary herein, all distributions in satisfaction of the amount given in this Article shall be satisfied using fair market values as of the date of distribution.

D. Disclaimer. The Grantor's spouse may at any time within nine (9) months after the date of the Grantor's death renounce the entire or a part of the entire interest given to him in such assets as may be allocated to him pursuant to this Article. Any renunciation as to a part of the assets shall specify the proportion as to which the renunciation shall apply, and shall not refer to any specific item or items. The proportion of the assets as to which any renunciation is declared shall be added to and become a part of the Credit Shelter Trust created hereinafter. Any renunciation should be made by a written document executed with the same formalities as for a will as required by the laws of the State of Florida and shall be recorded in the county in which the Grantor's probate estate is being administered and shall thereafter be filed with the court having jurisdiction of the Grantor's probate estate. Nothing herein shall be construed, however, as prohibiting any type or form of renunciation or disclaimer which might be legally effective under the laws of the state or commonwealth having jurisdiction of the probate of the Grantor's Will, whether such renunciation or disclaimer shall be in whole or in part as to the assets. In the event that the Grantor's spouse dies within nine (9) months after the Grantor's death without having disclaimed any assets as described above, the personal representative of the Grantor's

spouse may file a disclaimer on behalf of the Grantor's spouse and the estate of the Grantor's spouse as to such part or all of the assets given to the Grantor's spouse in this Article as such personal representative may specify and in such event the property and income affected thereby shall be added to the principal of the Credit Shelter Trust to be managed and distributed in accordance with the terms thereof.

E. Grantor's Intention. It is the Grantor's intention to have the pecuniary amount set aside in this Article qualify for the marital deduction under Section 2056 of the Code. In no event shall the Trustee take any action or have any power that will impair the marital deduction and all provisions regarding this gift shall be interpreted to conform to this primary objective. Calculation of the amount of this gift under this Article shall not, by virtue of any reference to the term "maximum marital deduction" or otherwise, be deemed to impose a duty on the Grantor's fiduciaries to elect to take as a deduction on the Grantor's federal estate tax return any item of deduction which such fiduciary, in its judgment, shall otherwise determine and be authorized to take as a deduction on the appropriate income tax return, or to make any other election with respect to federal estate or income taxes which such appropriate fiduciary, in its judgment, shall otherwise determine and be empowered to make. References to Sections in this Article are to the Code, as defined herein, and shall be deemed to refer to corresponding provisions of any subsequent federal tax law and whenever used in this Article, the terms "unified credit", "passing", "have passed", "gross estate" and "marital deduction" shall have the same meaning as such terms have under the provisions of the Code.

ARTICLE VIII. - DISPOSITION OF REMAINDER

The balance of the Trust Estate shall, as of the date of the Grantor's death, be retained as a separate trust to be known as the "Credit Shelter Trust" and shall be managed and distributed in accordance with the provisions of Article IX below.

ARTICLE IX. - CREDIT SHELTER TRUST

The Credit Shelter Trust shall be managed and distributed by the Trustee upon the following terms and conditions:

A. Limited Lifetime Power of Appointment. The Grantor's spouse shall have the power to appoint to any person, including himself, from the principal of the Credit Shelter Trust during the month of January during any and each calendar year of his lifetime a maximum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) or five percent (5%) of the aggregate value of the principal of the Credit Shelter Trust on December 31st of the year preceding the year of exercise without reduction for the principal distributed during such year pursuant to the

exercise of this power, whichever is greater. Said power shall be non-cumulative, and to the extent it is not exercised in any calendar year, it shall lapse.

B. Periodic Distributions of Principal and Income. The Trustee shall distribute annually to or for the benefit of the Grantor's spouse, all of the income of this Credit Shelter Trust. In addition, to the extent that the Grantor's spouse has expenses necessary for his proper health, maintenance and support that the Trustee determines cannot be met from any other sources, then the Trustee may use such amounts of the principal of the Trust as the Trustee deems necessary to pay such expenses.

C. Testamentary Power of Appointment. The Grantor's spouse shall have the right, exercisable by his will, to appoint the principal of the Credit Shelter Trust to and among the Grantor's descendants, either outright or in further trust. Such power shall be exercisable by specific reference thereto in the Grantor's spouse's will.

D. Division Into Shares. Upon the death of the Grantor's spouse, or upon the Grantor's death if the Grantor's spouse predeceases the Grantor, the Trustee shall distribute absolutely the then remaining principal and undistributed income of the Credit Shelter Trust in equal shares to the Grantor's then living descendants, per stirpes.

E. Contingent Beneficiaries. If the Grantor's spouse and all of the Grantor's descendants predecease the Grantor, then the remaining Credit Shelter Trust shall be distributed absolutely one-half (1/2) to the Grantor's heirs at law and one-half (1/2) to the Grantor's spouse's heirs at law as determined under the intestacy laws of Florida then in existence.

F. Distribution for Other than Children. If, at the time for division of the Credit Shelter Trust into shares, a share of the Credit Shelter Trust is set apart for the primary benefit of the lawful descendants of a deceased child of the Grantor, such share shall be immediately distributed absolutely to such descendants, per stirpes, free and clear of any trust, except as otherwise required herein.

ARTICLE X. - TRUSTS FOR BENEFICIARIES **UNDER AGE TWENTY-FIVE (25)**

In the event any portion of the Trust Estate becomes distributable absolutely to any beneficiary who has not reached the age of twenty-five (25) years, such portion shall be held in further trust by the Trustee to be administered in accordance with this Article. The Trustee shall distribute so much of the income and principal of such further trust to or for the benefit of such beneficiary as the Trustee deems necessary or desirable for such beneficiary's proper health, education, maintenance and support, and shall pay out the remaining principal and undistributed

income to or for the benefit of such beneficiary when such beneficiary reaches the age of twenty-five (25). In the event such beneficiary dies before reaching the age of twenty-five (25), the Trustee shall distribute all remaining principal and undistributed income of such further trust to such beneficiary's heirs at law as determined under the intestacy laws of the State of Florida in effect at the death of such beneficiary.

ARTICLE XI. - TRUSTEES

A. Trustees.

1. The Grantor, HELEN J. WOLK, shall serve as the original Trustee of the trusts created hereunder.

2. If the Grantor should be or become unable or unwilling for any reason to serve as a Trustee, the Grantor's spouse, STEPHEN WOLK, and the Grantor's children, STEVEN J. WOLK and GINA L. WOLK, shall serve as successor Co-Trustees.

3. If STEPHEN WOLK should be or become unable or unwilling for any reason to serve as Co-Trustee, then STEVEN J. WOLK and GINA L. WOLK, or the survivor, shall serve as Co-Trustees or sole Trustee.

B. Resignation of Trustee. The original Trustee and any successor Trustee hereunder shall have the right to resign at any time by giving thirty (30) days written notice to any other Trustee then serving and to the Grantor, if living, or otherwise to the adult beneficiaries and the guardian of any minor or incompetent beneficiaries hereunder who are living at the time of such resignation. In such event, unless Paragraph A above makes provision to fill or not to fill the vacancy so created, the Grantor, or if she is not then living, the Grantor's children by majority vote, shall appoint a successor Trustee. If no successor Trustee is so appointed within thirty (30) days after the notice of resignation, the resigning Trustee shall have the right to petition a court of competent jurisdiction to name a successor Trustee.

C. Successor Trustee. Grantor directs that the last individual available to serve as Trustee or successor Trustee under the terms of this Article who is in fact then serving in the capacity of individual Trustee may designate any qualified individual to succeed him or her as Trustee under the terms of this Trust. In the event the last serving Trustee of the individuals named above fails to so appoint a successor individual Trustee, Grantor requests the Florida Court having jurisdiction over the trust or trusts herein created to appoint a qualified individual as successor Trustee.

D. Acceptance of Accounts. Grantor will nominate by her Will the personal representative of Grantor's estate in reliance upon Grantor's faith in the ability and integrity of the party appointed. For this reason, any Trustee named in this instrument that does not also serve as personal representative of Grantor's estate is relieved of all duties it otherwise might have to examine into and satisfy itself as to the accounts of the personal representative in the administration of Grantor's estate as long as such personal representative shall have been nominated to serve as such by Grantor's Will. In such event, the Trustee is authorized to accept the assets that are distributed to it by the personal representative of Grantor's estate as being in full satisfaction of all gifts given to it by Grantor's Will. For the same reasons, any trustee that succeeds a Trustee named in this instrument is relieved of all duties it might otherwise have to examine into and satisfy itself as to the accounts of the predecessor trustee. The successor trustee is authorized to accept the assets delivered to it by such predecessor trustee as constituting the entire Trust Estate.

E. Succession of Trustees.

1. Any successor Trustee shall accept the office by written instrument and shall assume the duties thereof immediately upon delivery of the instrument to the other Trustee then serving or, if no Trustee is then serving, to any adult beneficiary, without the necessity of any other act, conveyance or transfer.

2. The title to the Trust Estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof, but any resigning or removed Trustee shall execute all instruments and do all acts necessary to vest such title in any successor Trustee without a court accounting. A successor Trustee shall have no duty to examine the accounts, records and acts of the previous Trustee or Trustees, and shall in no way or manner be responsible for any act or omission to act on the part of any previous Trustee. Any claim or action against any previous Trustee must in any event be asserted or filed by any beneficiary within one year after such Trustee ceases to serve.

3. Each successor Trustee hereunder shall have, exercise and enjoy all of the rights, privileges and powers, both discretionary and ministerial, as are herein and hereby given and granted unto the original Trustees, and shall incur all of the duties and obligations imposed upon the said original Trustees.

F. Incapacity of Trustee. Any person acting or named to act in a trustee capacity hereunder shall be considered to be legally incompetent to act and shall cease to act as a Trustee when such person's regularly attending physician has certified that such person does not have the physical or mental capacity to manage his or her financial affairs. If such person's regularly attending physician shall subsequently certify that such person has regained the physical and/or

mental capacity to manage his or her financial affairs, such person shall resume his or her responsibilities as a Trustee upon delivery of his or her written request to the successor Trustees then serving.

G. Waiver of Bond. No Trustee or successor Trustee appointed hereunder shall be required to furnish any bond or other security in any jurisdiction for the faithful performance of their duties as such, the same being specifically waived hereby.

H. Compensation of Trustee. The Trustee shall be entitled to reasonable compensation for services rendered by them hereunder, provided that any corporate trustee hereunder shall be entitled to trustee's fees determined in accordance with its fee schedule which is published from time to time.

I. Notice. No purchaser or other person dealing with any Trustee purporting to act under any power or authority granted in, or given by any Trustee in purported compliance with, this instrument or any part or parts of it need be concerned to inquire into the existence of facts upon which the purported power or authority depends or into the question of whether the purported power or authority still exists.

ARTICLE XII. - GENERAL PROVISIONS

The provisions of this Article shall apply to any and all Trusts established under this Trust, unless herein provided otherwise.

A. Payment to or for Incompetents or Minors. The Trustee may make distributions of the income and principal of any trust established hereunder in any one or more of the following ways as may be determined by the Trustee in said Trustee's discretion:

1. Directly to the beneficiary thereof unless he or she has been legally adjudicated incompetent;
2. In direct payment of such beneficiary's expenses of the types the Trustee is authorized hereunder to meet;
3. To such beneficiary's legal or natural guardian or other representative or to any person having care or custody of such beneficiary;
4. In any and all other ways authorized by law.

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be distributed, free of trust, to the then income beneficiaries thereof, in accordance with their respective income interests in such trust.

G. Frequency of Distribution of Income. Unless otherwise specifically indicated under the terms of this instrument, any distribution of income required to be made under any trust created herein shall be made at times fixed by the Trustee, but at least as often as annually.

ARTICLE XIII. - POWER OF TRUSTEE

The Trustee and its successors and parties serving in its stead, shall be governed by the provisions of Subsection 737.402 and Chapter 738, Florida Statutes (1995), that are not in conflict with this instrument, and shall have all additional powers and protection granted by statute to trustees at the time of application that are not in conflict with this instrument. In addition and not in limitation of any common-law or statutory authority, and without application to any court, the Trustee and its successors and parties serving in its stead also shall have the powers and responsibilities described below, to be exercised in their absolute discretion until complete distribution of the trusts created under this instrument, and shall observe the instructions hereafter given.

A. Retain Trust Estate. To retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised or bequeathed to the Trustee for such time as the Trustee shall deem advisable, although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of trust assets and although it represents a large percentage of all of the Trust Estate; said original property may accordingly be held as a permanent investment.

B. Hold Uninvested Cash and Unproductive Property. For any periods deemed advisable, to hold cash uninvested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold unproductive realty or personalty.

C. Invest and Acquire. To invest and reinvest trust assets in any type of property or security without regard to the proportion that investments of the type selected may bear to the entire Trust Estate, without limitation to the classes of trust investments authorized by law, and without regard to the possibility that the investments may be in new issues or in new or foreign enterprises. The property acquired may be realty or personalty and may include accounts and certificates of deposit of any corporate trustee serving hereunder, life insurance, bonds, debentures, leaseholds, options, easements, mortgages, notes, mutual funds, shares or beneficial interests in mortgage trusts or real estate investment trusts, common trust funds, voting trust certificates, and any class of stock or rights to subscribe for stock, regardless of whether the yield

rate is high or low, whether or not the new asset produces any income at all. It is intended that the Trustee shall have the authority to act in any manner deemed in the best interest of the trust involved, regarding it as a whole, even though certain investments considered alone might not otherwise be proper.

D. Exercise Options and Conversion Privileges. To exercise any options, rights, and conversion privileges pertaining to any securities held by the Trustee as trust assets.

E. Sell and Lease. To sell, convey, grant options to purchase, lease, transfer, exchange or otherwise dispose of any trust asset on any terms deemed advisable, to execute and deliver deeds, leases, bills of sale, and other instruments of whatever character, and to take or cause to be taken all action deemed necessary or proper in connection therewith.

F. Lend. On any terms deemed advisable, to lend trust funds to any borrower, including the Personal Representative of the Grantor's estate and the beneficiary of any trust created hereunder, and to change the terms of these loans. This authorization includes the power to extend them beyond maturity with or without renewal and without regard to the existence or value of any security therefor, to facilitate payment thereof, to change the interest rate thereof, and to consent to the modification of any guarantee relating thereto.

G. Borrow. To borrow whatever money the Trustee deems desirable on any terms from any lender, including any Trustee, to mortgage, pledge or otherwise encumber as security any asset of the borrowing trust.

H. Term or Duration of Obligation. Incident to the exercise of any power, to initiate or change the terms of collection or of payment of any debt, security, or other obligation of or due to the Trust Estate, upon any terms and for any period, including a period beyond the duration or the termination of any or all trusts.

I. Compromise or Abandonment of Claims. Upon whatever terms the Trustee deems advisable, to compromise, adjust, arbitrate, sue on, defend, or otherwise deal with any claims, including tax claims, against or in favor of any trust, to abandon any asset the Trustee deems of no value or of insufficient value to warrant keeping or protecting, to abstain from paying taxes, assessments or rents, and from repairing or maintaining any asset; and to permit any asset to be lost by tax sale or other proceeding.

J. Distribution in Cash or in Kind. To distribute any shares in cash or in kind, or partly in each, and the Trustee valuations of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries. Notwithstanding the foregoing, if at any time the Trust owns any shares of stock in any corporation that then has in effect an 'S corporation'

election under the Internal Revenue Code of 1986, as amended (the "Code"), the Trustee shall not transfer any of said shares to any person or trust which would not be an eligible 'S corporation' shareholder under the Code.

K. Use of Nominee. To hold any or all of the trust assets, real or personal, in the Trustee's own name, or in the name of any corporation, partnership, or other person as the Trustee's nominee for holding the asset, with or without disclosing the fiduciary relationship.

L. Vote Stock. To vote stock for any purpose, in person or by proxy, to enter into a voting trust, and to participate in corporate activities related to any trust hereunder, in any capacity permitted by law, including service as officer or director.

M. Participate in Reorganizations. To unite with other owners of property similar to any held in trust in carrying out any plan for the consolidation, merger, dissolution, liquidation, foreclosure, lease, sale, incorporation, reincorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which any trust has a financial interest; to serve as a member of any protective committee; to deposit trust securities in accordance with any plan agreed upon; to pay any assessments, expenses, or other sums deemed expedient for the protection of furtherance of the interests of the beneficiaries hereunder; and to receive and retain as trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized trust investments without this provision.

N. Purchase Property from Estate. To purchase property, real or personal, from the Grantor's or a beneficiary's estate, upon such terms and conditions as to price and terms of payment as the Trustee and the respective Personal Representative shall agree upon, to hold the property so purchased in trust, although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable.

O. Employment of Assistants and Agents. To any extent reasonably necessary, to employ and pay reasonable compensation for the services of attorneys-at-law, accountants, brokers, investment counselors, realtors, and any other consultants and assistants the Trustee deems advisable for the proper administration of the several Trusts.

P. Establishment and Maintenance of Reserves. Out of the rents, profits, or other gross income received, to set aside and maintain reserves to the extent deemed advisable to meet present or future expenses, including taxes, assessments, insurance premiums, debt amortization, repairs, improvements, depreciation, obsolescence, general maintenance, and reasonable compensation for services, including services of professional and other employees authorized

hereby, as well as to provide for the effects of fluctuations in gross income and to equalize or apportion payments for the benefit of beneficiaries entitled to receive income.

Q. Carrying Several Trusts as One Estate. To the extent that division of the Trust Estate is directed hereby, to administer the Trust Estate physically undivided until actual division thereof becomes necessary to make distributions; to hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and to allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

R. Allocation of Receipts and Expenses. To apportion or allocate between principal or income any and all receipts of money or other property paid or delivered to the Trustee, any and all capital gains and losses, and any and all expenses, including taxes, incurred by the Trustee, which apportionment or allocation shall fully protect the Trustee with respect to any action taken or payments made in reliance thereon.

S. Retain and Purchase Life Insurance, Annuities, Etc. To retain, purchase, dispose of and otherwise deal with life insurance, endowment contracts, annuities, variable annuities, or other forms of insurance on the life or lives of any beneficiary or beneficiaries hereunder, or upon the life or lives of others for the benefit of any such beneficiary or beneficiaries, as an investment or otherwise, paying all premiums and costs thereof from the income or principal of the trust or trusts under which such beneficiary or beneficiaries are entitled to the income.

T. Utilize Insurance Options. In dealing with any policy of insurance constituting a portion of the Trust Estate, to the extent permitted, either by the policy or by arrangement with any insurer involved, to utilize every option and privilege available, and to gratuitously or for consideration transfer or assign any policy so held to, or to designate as beneficiary thereof, any beneficiary of the trust holding it as an asset, to delay claiming insurance proceeds in order to make an election under the policy or to negotiate an extracontractual arrangement with the insurer.

U. Carry on Business. With respect to any business that may become a part of the Trust Estate, whether organized as a sole proprietorship, partnership or corporation, upon such terms, for such time, and in such manner as the Trustee may deem advisable.

1. To hold, retain and continue to operate such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom;

2. To dissolve, liquidate, or sell such business at such time and upon such terms as the Trustee deems advisable;
3. To enlarge, diminish, or change the scope or nature of the activities of such business;
4. To incorporate such business and hold the stock as an asset of the Trust Estate;
5. To use the general assets of the trust for the purposes of the business;
6. To borrow money for business purposes and to mortgage, pledge or otherwise encumber the assets of the business or other assets of the Trust Estate to secure the loan;
7. To employ such officers, managers, employees, or agents as the Trustee deems advisable for the management of such business; and
8. To exercise with respect to the retention, continuation, and disposition of such business all the rights and powers of which the Grantor would have been capable, at the time of such exercise, including all powers as may now or hereafter be conferred upon the Trustee by law or as may be necessary to enable the Trustee to administer the Trust Estate in accordance with the provisions of this Trust, subject to any limitations thereof that may be provided for herein.

V. Manage Real Estate. To deal with real estate in any manner lawful to an owner thereof. This authority includes the right to manage, protect, and improve it, to raze, alter and repair improvements, to sell or contract to sell it in whole or in part, to partition it, to grant options to purchase it, to donate it, to convey it, to acquire it, release, or grant easements or other rights relating to it, to dedicate parks and thoroughfares, to subdivide it, to vacate any subdivision or any part thereof and resubdivide it, from time to time, to lease it in whole or in part, and to renew, extend, contract for, and grant options in connection with leases. Leases, contracts to sell, mortgages and any contract entered into by the Trustee can be made on any terms and for any period, including a period beyond the duration or termination of any or all trusts.

W. In General. To do all such acts, take all such proceedings and exercise all such rights and privileges, although not hereinbefore specifically mentioned, with relation to such property as if the absolute owners thereof.

X. Terminate Trusts. After the death of the Grantor's spouse, if the Trustee determines that the value of the principal held in any trust created under this instrument is less than \$50,000 and that, relative to the costs of administering the trust, continuance of the trust will defeat or substantially impair the accomplishment of its purposes, the Trustee, in its discretion, is authorized to terminate the trust and to distribute its assets to the beneficiaries to whom income may be distributed immediately prior to the termination. The assets shall be distributed in the proportions in which the beneficiaries are eligible to receive distributions of income if made, and, in the case of undetermined shares, the distribution shall be in equal shares.

Y. Deal With Estate of Grantor's Spouse. The Trustees may make loans to the personal representatives of the estate of Grantor's spouse, even though the Personal Representative and a Trustee under this instrument may be the same person or entity. The Trustee, in its discretion, may purchase assets from the estate of Grantor's spouse that are suitable as an investment for trusts under this instrument, the price of purchases to be not more than the fair market value determined by Trustee.

Z. Combine Trusts. After the death of Grantor, to combine the trusts created hereunder with other trusts created by Grantor which are being administered by the Trustees and which contain substantially identical provisions to the trusts created herein.

AA. Allocation of Generation-Skipping Transfer Tax Exemption. To allocate the generation-skipping transfer tax exemption of Section 2631 of the Code to any property as to which Grantor was the transferor, including any property transferred by Grantor during her life as to which Grantor did not make an allocation prior to her death, in such a manner as the Trustee, in its sole discretion, shall determine after taking into account the total tax liability of Grantor's estate and the beneficiaries thereof; provided, however, such allocation shall be made in accordance with Section 2632(a) of the Code. There shall be no reimbursement or adjustment of the shares of beneficiaries in income or principal, by reason of the allocation by the Trustee, and such allocation shall be conclusive and binding on all parties. In addition, the Trustee shall have the power to pay any and all generation-skipping transfer tax imposed pursuant to Section 2601 of the Code attributable to any property held by the Trustee in the event such generation-skipping transfer tax is due as a result of a taxable termination or a direct skip within the meaning of Section 2612 of the Code of an interest in property held by the Trustee; provided, however, that the Trustee is expressly prohibited from paying any generation-skipping transfer tax due as a result of a taxable distribution within the meaning of Section 2612(b) of the Code.

BB. Division of Property Exempt from Generation-Skipping Transfer Tax. To separate that portion of any separate trust established hereunder which is exempt from the generation-skipping transfer tax of Section 2601 of the Code from that portion of such trust which is or may be subject to the generation-skipping transfer tax of Section 2601 of the Code and to hold and



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distribute such exempt property as a separate and distinct trust estate with an inclusion ratio (as that term is defined in Section 2642(a)(1) of the Code) of zero, in accordance with the provisions of such trust set forth above, as though the division had not been made.

CC. Discretionary Powers. With respect to the exercise of discretionary powers over distributions of income or principal hereunder, the Trustee shall make no payment to any nursing home, hospital or other health care facility for the purpose of paying any expense which would otherwise be paid by a federal, state or other governmental agency.

DD. Special Investments. To purchase and sell securities listed on any national or regional exchange or traded in the over-the-counter market; to purchase and sell options, puts, calls, commodities and futures contracts; provided, however, that the power to invest in commodities and futures contracts may be exercised solely by the Grantor while acting as Trustee, and any successor Trustee shall be prohibited from exercising such powers.

EE. Maintenance of Securities Margin Accounts. The Trustee is authorized to buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.

ARTICLE XIV. - SURVIVAL CLAUSE

A. Spouse. In the event that the Grantor's spouse and the Grantor die simultaneously or under circumstances under which there is not sufficient evidence to determine the order of their deaths, the Grantor's spouse shall be considered to have predeceased the Grantor.

B. Other Beneficiary. If any beneficiary shall die within thirty (30) days after the Grantor's death, such beneficiary shall be considered to have predeceased the Grantor.

ARTICLE XV. - DEFINITIONS

Whenever used in this Trust, unless the context of any passage thereof requires otherwise:

A. Child and Children. The terms "child" and "children" shall mean descendants by blood of the first degree, whether now living or hereafter born.

B. Code. The term "Code" refers to the Internal Revenue Code of 1986, as amended.

C. Death Benefits. The term "death benefits" payable under any insurance policy, or words of similar import, shall encompass, without limitation, the total amount payable under any life insurance policy on the death of the insured, including any dividends, dividend deposits or dividend additions standing to the credit of the policy, the amount of any incidental death benefits, the commuted value of any family income policy or rider, and any premium refund, less any indebtedness secured by the policy and by any premium deduction provided by the policy.

D. Descendants. The term "descendants" shall be limited to lawful descendants and shall include descendants by blood and persons conceived but not yet born.

E. Education. The term "proper education" shall be construed to mean not only all levels of education in the customary sense, including private tutorials and professional and advanced education, but also spiritual education, trade schools, musical instruction and physical education, including summer camps for minor beneficiaries.

F. Grantor's Spouse. The term "the Grantor's spouse" means the Grantor's husband, STEPHEN WOLK.

G. Health. The term "proper health" shall be construed to include medical, psychological, dental, hospital, drug and nursing costs, as well as all expenses of invalidism and costs of medically prescribed equipment and travel.

H. Income. The term "income" shall mean net income after the payment of all trust administration expenses, life insurance premiums, if any, trustee's fees, and taxes other than beneficiary income taxes.

I. Legally Adopted Children. Legally adopted children adopted prior to their eighteenth (18th) birthday shall be deemed to be natural born children of their adoptive parents, and terms of kinship or descent used herein shall be construed accordingly.

J. Maintenance and Support. The term "proper maintenance and support" shall mean the maintenance and support of the income beneficiaries in accordance with their accustomed manner of living.

K. Singular Includes Plural. The singular includes the plural and the plural includes the singular.

L. Trustee or Co-Trustee. The term "Trustee" or "Co-Trustee" means the Trustee originally appointed and accepting the trusts established hereunder, together with all substitute and successor Trustees.

ARTICLE XVI. - CONSTRUCTION OF TRUST

The headings and subheadings used throughout this instrument are for convenience only, and have no significance in the interpretation of the body of this instrument, and they are to be disregarded in construing the provisions of this instrument.

IN WITNESS WHEREOF, the undersigned, as Grantor, hereby makes this Trust and declares the trusts hereunder, and the undersigned, as Trustee, hereby accepts the same on the day and year first above written.

Helen J. Wolk
HELEN J. WOLK, Grantor

Helen J. Wolk
HELEN J. WOLK, Trustee

This instrument was on the date thereof signed, published and declared by HELEN J. WOLK, as Grantor, to be the HELEN J. WOLK LIVING TRUST DATED THE 18TH DAY OF JULY, 1996 in our presence and in the presence of each of us, and we, at the same time, at her request, in her presence and in the presence of each other, have hereunto signed our names and addresses as attesting witnesses.

Eva C. Lemke of Orlando, Florida

Sylvia Lukas of Orlando, Florida

SELF-PROVING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

We, HELEN J. WOLK, EVA C. LEMKE and SYLVIA YUHAS, the Grantor and the witnesses respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned officer that the Grantor signed the instrument as her Trust the HELEN J. WOLK LIVING TRUST DATED THE 18TH DAY OF JULY, 1996 and that she signed voluntarily (or directed another to sign for her and did so voluntarily) and that each of the witnesses in the presence of the Grantor, at her request, and in the presence of each other signed the Trust as a witness and that to the best of the knowledge of each witness the Grantor was at that time eighteen (18) or more years of age, of sound mind and under no constraint or undue influence.

Helen J. Wolk
HELEN J. WOLK, Grantor

Eva C. Lemke
Witness

Sylvia Yuhas
Witness

SUBSCRIBED AND SWORN TO before me this 18th day of July, 1996 by HELEN J. WOLK, the Grantor, and EVA C. LEMKE and SYLVIA YUHAS, the witnesses, all of whom are personally known to me.



STEPHEN D DUNEGAN
My Commission CC389672
Expires Jul. 04, 1998
Bonded by HAI
800-422-1555

Stephen D. Dunegan
Notary Public

SCHEDULE A

**HELEN J. WOLK
LIVING TRUST**

DATED JULY 18TH, 1996

INITIAL TRUST PROPERTY

Cash \$10.00



04/10/2017

Jay,

Per your request of this past Friday, the following is the cost break-out for the Wolk Office Building Renovation front facade. If you have any questions, feel free to give me a call. Thank you.

Chuck Tuohey

President

Tuohey Construction, Inc.

Wolk Office Building Renovation - Front Facade Cost Break-out

1. General Conditions.....	\$ 35,000.00
2. Demolition.....	\$ 20,000.00
3. Concrete.....	\$ 5,400.00
4. Masonry.....	\$ 4,800.00
5. Structural Steel.....	\$ 60,280.00
6. Misc. Carpentry.....	\$ 7,500.00
7. Storefront System.....	\$ 86,000.00
8. Balconey Railing System.....	\$ 28,000.00
9. Stucco/Framing/Dens-Glass.....	\$ 21,470.00
10. Painting.....	\$ 6,000.00
11. Parapet Cap.....	\$ 2,800.00
<u>12. Electrical.....</u>	<u>\$ 8,750.00</u>
TOTAL.....	\$ 286,000.00



CONSTRUCTION COMPANY, INC.

Wolk Office Building Renovation - Proposal Cost Breakout

Overall Cost Breakout:

Division:	Value
1. General Conditions.....	\$ 92,400.00
2. Demolition.....	\$ 80,440.00
3. Concrete.....	\$ 16,340.00
4. Masonry.....	\$ 13,550.00
5. Structural & Misc. Steel.....	\$ 69,350.00
6. Carpentry.....	\$ 16,130.00
7. Sound Insulation.....	\$ 4,200.00
8. Doors/Windows/Hardware/Storefront.....	\$125,450.00
9. Finishes.....	\$ 197,620.00
10. Toilet & Bath Accessories.....	\$ 9,750.00
11. Equipment.....	\$ N/A
12. Furnishings.....	\$ N/A
13. Special Construction.....	\$ N/A
14. Conveying Systems.....	\$ N/A
15. Mechanical:	
Plumbing.....	\$ 22,250.00
HVAC.....	\$ N/A
Fire Supression.....	\$ N/A

16. Electrical.....	\$ 51,920.00
Fire Alarm.....	\$ N/A
Low Voltage.....	\$ N/A
<hr/>	
TOTAL.....	\$ 699,400.00

Owner Requested Breakouts:

A. Breakout for Front Facade Construction.....	\$ 286,000.00
B. Breakout to eliminate front facade stucco/framing/dense glass.....	\$ 21,470.00

Misc.:

C. F. Tuohey Construction acknowledges limited access shall be provided to rear and sides of Wolk Building and that at least 24 hr. prior notice is required to gain access to the adjoining properties.

Charles F. Tuohey, President



Wolk Office Building
November 29th 2016

No.	Division	Amount
1	General Requirements (Includes overhead & profit)	\$ 48,486
2	Site Work	\$ 64,979
3	Concrete	\$ 31,317
4	Masonry	\$ -
5	Metals	\$ 77,523
6	Wood & Plastics	\$ 3,106
7	Thermal & Moisture Protection	\$ 9,268
8	Doors & Windows	\$ 137,269
9	Finishes	\$ 224,554
10	Specialties	\$ 6,506
11	Equipment	\$ -
12	Furnishings	\$ -
13	Special Construction	\$ 44,220
14	Conveying Systems	\$ -
15	Mechanical	\$ 17,050
16	Electrical	\$ 88,728
17	Data and Phone	\$ -
	Total Lump Sum Bid	\$ 753,005

1165 E Plant Street • Suite 8 • Winter Garden, FL 34787
Ph: 407-985-5823 • Fax: 407-985-5824 • www.vision360.co
CBC-1259100



Qualifications & Clarifications

Wolk Office Building

11/29/2016

- Pricing is based on drawings prepared by Innovative Quest II Corporation dated 10/07/2016.

Sitework / Demolition

- Demolition of existing storefront, interior doors/frames, CMU planter box, portion of exterior stucco, concrete slab, existing windows, toilet fixtures, portion of CMU wall, tile & carpet flooring all as noted on plans.
- Includes selective demolition of the acoustical ceiling.
- Includes cutting in new window openings in CMU per plans.
- Includes scaffold with pedestrian pass through walkway at west façade.
- Includes meter closures to accommodate dumpsters.
- Includes minor protection of adjacent roof.
- **(Reference alternates for option to remove and replace ACT throughout).**

Concrete

- Includes new CMU filled cells with #5 diameter rebar at new cut-in windows on 1st and 2nd floors.
- Includes new slab with thickened footing at exterior demolished area per note D6 on AD2.1.
- Includes new precast lintel and sill at exterior windows as noted on elevations.
- **(Reference alternates for option for self-leveling floor at lower level.)**

Steel

- Includes new structural steel and metal decking as required for three new balconies.
- Includes shop drawings.

Carpentry

- Includes new standard granite countertops at bathrooms as noted on sheet A10.1.

Thermal & Moisture Protection

- **ALLOWANCE: Includes new tile cap flashing at parapets per elevation note 5/A6.1 and elevation note 6/A6.2. Allowance = \$8,400.**
- **Excludes roof repairs of existing building or adjacent structures.**

Doors/Frames/Hardware/Glazing

- Includes new **standard** storefront and exterior windows as located and noted on the drawings.
- **Excludes butt jointed storefront system noted on the drawings as there is NOT a butt glazed storefront system that has been tested to meet the current FPA criteria.**
- **(Reference alternates for option for curtain wall system.)**
- Includes 5 new doors, frames and hardware as outlined on notes D4 & D5/A11.1.
- Includes re-finishing 27 existing corridors doors.
- **Excludes all other interior door finishing.**



Qualifications & Clarifications (page 2)

Wolk Office Building

11/29/2016

Finishes

- Includes gypsum board partitions with level 4 finish ready for paint.
- Includes extending existing interior walls to structure above per note 9/A2.1 and A2.2.
- Includes new white acoustical grid and tile at 1st and 2nd floor bathrooms.
- Includes Fypon balcony railings, knoll posts and ballusters.
- Includes interior painting interior walls at 1st and 2nd floor up to ceiling height, painting 5 new doors & frames per schedule, painting exterior stucco and CMU walls/soffits, painting ballusters/railings, louvers and window lintels/sills.
- Includes re-finish 55 existing doors.
- Includes flagstone pavers at Corridor & Lobby of 1st and 2nd floors, Women's/Men's bathrooms at 1st and 2nd floors, Existing Front Stairwell and Rear Stairwells on 1st and 2nd floors and the Electrical room at 2nd floor.
- Includes ceramic tile wainscoat as shown at bathrooms on sheet A10.1.

Specialties

- Includes new toilet accessories and partitions as noted on the drawings.
- Includes new AC screen wall as specified on note 1/A4.1.
- Includes new metal canopy as specified on note 5/A9.1.

Mechanical/Plumbing

- Includes two exhaust fans at bathrooms per drawings.
- **ALLOWANCE: Includes new standard fixtures at four bathrooms and hi-lo drinking fountains at floors 1 and 2. Allowance = \$15,000.**
- **Excludes HVAC work as there is no information on the plans.**

Electrical

- Includes electrical scope to complete project per drawings.
- Includes lighting and gear packages that are subject to approval.
- Includes 1 each 2" conduit with pull string from location of telephone demarcation to new phone board at second floor electrical room.
- Includes 1 each ¾" EMT conduit with pull string from phone board on second floor to each suite on the second floor.
- All wiring methods to be per the NEC and local code requirements.
- **Excludes fire alarm and voice/data wires/devices or components.**



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CGC058265

753 Fleet Financial Ct.

Longwood, Fl. 32750

Phone: (407) 464-7308

Fax: (407) 464-7349

Date: 11-18-2016

Jerry Uhan
Wolk Office Building
227 North Magnolia Av.
Orlando, Fl. 32801

Project Name: WOLK OFFICE
BUILDING
Address: 227 North

Estimate and Scope of Work

We propose to furnish all labor, services, and materials for the prompt and efficient execution of the work described below.

WOLK Building.	quantity	Item per	total price
1 General Conditions			
Permit submittals and permits	1	ea	\$ 22,137.50
Supervision	1	ea	\$ 23,040.00
Insurance	1	ea	\$ 21,492.72
2 Site work			
Safety barricade	1	ea	\$ 4,608.00
Demo per plans dated 10-06-16, sheet 3 of 15	1	ea	\$ 4,032.00
Demo per plans dated 10-06-16, sheet 4 of 15	1	ea	\$ 3,024.00
Debris container total of 5 pulls	1	ea	\$ 4,800.00
Rental equipment for lift	1	ea	\$ 7,200.00
4 Masonry			
Stucco exterior: No stucco banding per owner			
First Floor: demo planter, pour new concrete at front entrances, Cut 7 new windows, set new u-lintels & sills, pour jambs solid, cut 2' below 6 windows & set new sills. Interior - cut & remove 4'x8' tall section of block wall			

Orlando Business Journal's



Best Commercial Contractor in Central Florida"

Second Floor: Cut & remove block for 3 new 9'7" openings to underneath side of existing beam, drill & epoxy rebar as shown and pour cells at front elevation, side elevations & rear cut & remove block for 16 new windows, cut & demo 2' below 6 existing windows & below 6 windows to make new doors, set new u-lintels and sills, pour jams solid.	1	ea	\$ 77,352.00
5 Metal			
Fabrication of steel framing complete including all channels, angles, and metal decking shown on drawing S1.1	1	ea	\$ 61,926.00
A/C Screen on roof top.	1	ea	\$ 24,960.00
6 Carpentry			
Balcony, railing balusters by Fypon	1	ea	\$ 29,758.07
8 Doors Windows & Glass			
Install storefront frames & glass, 60 minute fire rated frames & glass and one all glass door with side lite all per plans & specs provided. Clear anodized storefront with 1/4" Grey tempered glass, includes shop drawings.	1	EA	\$ 232,454.40
9 Finish			

Framing & Drywall: Layout and frame interior 20 gauge (EQ19mil) metal studs walls, 16"o/c to heights as shown, with 5/8" gyp on all walls both sides to heights indicated, extend walls as designated on the first and second floor from the top of the existing wall to the underside of the deck, Exterior framing to be in sizes shown per plans with a maximum thickness of 18 gage (43mill), with 5/8 Dens glass on exterior, blocking is included at the knee wall under storefront and at the head of the storefront glass, flat strap or fire treated wood backing for grab bars and break room cabinets, R-11 or R-19 un-faced fiberglass batt insulation per wall types, Install new furring & gyp at all new exterior window locations, wrapping the new windows with 5/8 gyp, corner bead and finish, patch and skim of existing walls shown to be directly affected by demolition per the Architectural plans, moisture resistant board in wet areas per plans, all interior gyp to be paint ready	1	ea	\$ 75,854.90
Painting Interior: Prime new drywall one coat, Prime one coat, patch walls, paint corridors & stairway two coats finished paint, paint doors frames on corridor side only.	1	ea	\$ 6,165.60
Painting Exterior: North, south, east, west walls, trim around windows, balcony's, railings, pressure wash,	1	ea	\$ 12,564.00
Tile: Keystone tile in corridors, rest rooms, stairs, balcony, base. 4x4 ceramic tile on wall in rest rooms as noted on plans.	1	ea	\$ 36,965.40
10 Specialties			
Granite counter top with back splash, skirt, framing, supports.	1	ea	\$ 3,600.00
15 Mechanical			
Plumbing: 2 hi lo water coolers, 3 wall mount sinks, 4 toilets, 1 urinal, including rough & finish plumbing, all fixtures / hardware, exhaust fans.	1	ea	\$ 12,000.00
16 Electrical			

Pre drawing 1thru 4 dated 8-26-16: Includes lighting and gear packages subject to approval, 1-2" conduit with pull string from location of telephone demarcation to new phone board being installed into the new second floor electrical room, 1-3/4" EMT conduit with pull string form phone board on second floor to each suite on the second floor, wiring methods is to be per local codes, including permit.	1	ea	\$ 96,746.40
Total			\$ 760,680.99

Proposal Prepared By: Ken Graves

NOTES:

- D&G shall obtain and owner shall pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project, as such items are not included in the Contract Price unless stipulated above. D&G's standard liability and State of Florida standard worker's compensation insurance is included. Waivers of Subrogation and/or additional insurance coverage's which may be required will be an additional charge.
- Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If D&G encounters a Differing Site Condition, D&G will be entitled to an adjustment in the Contract Price and/or Contract Time to the extent D&G's cost and/or time of performance are adversely impacted by the Differing Site Condition.
- This Proposal may be withdrawn if not accepted within 30 days.

The price stated herein is based on the work listed in this proposal. Upon acceptance of this bid, the price, specs, qualifications, standard exclusions terms and conditions are satisfactory and hereby accepted to be incorporated in its entirety and made a part of any resultant contract agreement. It is hereby specifically agreed that should collection be necessary, the undersigned company/individual will pay all costs, arbitration costs, and interest. All invoices are due net. 10 days from time of receipt.

Accepted by:

Date:

**LIVING TRUST
OF
STEPHEN WOLK**

I, STEPHEN WOLK, of Seminole County, Florida, do hereby make and execute this Trust to be known as the "STEPHEN WOLK LIVING TRUST DATED THE 18TH DAY OF JULY, 1996" (hereinafter referred to as the "Trust") and I direct that the Trustee hereunder shall hold, manage and distribute the Trust Estate for the uses and purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I. - PURPOSE OF TRUST

Grantor has established this trust in order to provide a means for the management of certain of Grantor's properties and the proceeds of insurance upon Grantor's life, for the management of such further property interests as may be deposited with Trustee by Grantor, and for the management and disposition of such assets after Grantor's death, all in the manner hereafter provided. At the time this Trust is executed, the Grantor's immediate family consists of his wife, HELEN J. WOLK, and his two (2) children, STEVEN J. WOLK and GINA L. WOLK.

ARTICLE II. - TRUST PROPERTY

A. Initial Trust Property. The Grantor hereby assigns and transfers to the Trustee the property described in Schedule "A" attached hereto. Although Grantor may evidence such transfers of property to the Trustee with other documentation, Grantor intends by execution of this Trust to effect the legal transfer of title of all such property to the Trustee, and this Trust shall be considered for all purposes to have effected such transfer.

B. Additional Trust Property. So long as this Trust remains unrevoked, either the Grantor or any other person, with the consent of the Trustee, may, subject to the provisions of this Trust, add other property, by transferring such property to the Trustee hereunder by deed, assignment, bequest, devise, or other means, and if so added, such property shall be subject to the provisions hereof to the same extent as if originally described in Schedule "A" attached hereto. The deposit of additional property with the Trustee and the passing of any property to the Trustee under the terms of Grantor's Will shall be effective regardless of the jurisdiction in which Grantor may be then domiciled, and all of such property received by the Trustee shall be added to and administered as a part of the Trust Estate.

SW
Initials

C. Trust Estate. The property described in Schedule "A" attached hereto, together with any additional trust property which may be subject to the provisions of this Trust pursuant to Paragraph B above, all being sometimes hereinafter referred to as the "Trust Estate," and the income therefrom, shall be held by the Trustee in trust and managed and distributed for and upon the trusts, purposes and conditions hereinafter set forth.

ARTICLE III. - LIFETIME RESERVATIONS BY GRANTOR

A. Amend and Revoke. During Grantor's life, except during any period of adjudicated incompetency, Grantor shall have the right, to be exercised from time to time in writing signed and acknowledged by Grantor, or by any duly authorized attorney-in-fact for the Grantor, to be effective when delivered to each Trustee then serving, or to any beneficiary of the Trust if for any reason there shall be no Trustee then serving:

1. To revoke this instrument entirely and to receive from Trustee all of the Trust Estate remaining after making payment or provisions for payment of all expenses connected with the administration of this Trust.

2. From time to time to amend this instrument in any and every particular; provided, however, that the duties, responsibilities and rate of compensation of a Trustee shall not be substantially changed without the written consent of that Trustee.

3. From time to time to change the identity or number, or both, of the Trustee.

4. From time to time to withdraw from the operation of this Trust any part or all of the Trust Estate.

B. Deal with Insurance. During Grantor's life, except during any period of adjudicated incompetency, with respect to all policies of life insurance at any time deposited with Trustee by Grantor and made subject to the terms of this Trust, Grantor reserves the right to be exercised by Grantor's own act alone, or by the act of a duly authorized attorney-in-fact for the Grantor:

1. To sell, assign or hypothecate any or all of the policies.

2. To exercise any option or privilege granted by the policies, including the right to change the beneficiaries of any policy.

3. To borrow any sum from the insurer or any individual, partnership, corporation or association, and to pledge the policies as security for those loans.

4. To receive all payments, dividends, surrender values, benefits or privileges of any kind that may accrue on account of the policies.

5. To inspect freely and to withdraw from the Trust any or all of the policies.

ARTICLE IV. - LIFE INSURANCE PREMIUMS AND PROCEEDS

A. Payment of Premiums. The Trustee is not obligated to pay any premiums or assessments upon any of the policies of insurance described in Schedule "A" attached hereto or hereafter made subject to the provisions of this Trust, or to keep itself or the Grantor informed with respect to the payment thereof; and the Trustee's sole responsibility in reference to such policies during the lifetime of the Grantor shall be the safekeeping of such policies. The Grantor intends to pay all such premiums or assessments, but Grantor shall be under no duty to do so, and Grantor shall sustain no liability to anyone if Grantor should permit any of such policies to lapse for non-payment of premiums or assessments or otherwise permits any such policies to become uncollectible.

B. Collection of Death Benefits. Upon the death of the insured under any policy of insurance then subject to this Trust, the Trustee, as soon as practicable, shall take all necessary steps to collect the death benefits payable under all such policies. The Trustee shall have full power and authority to furnish the necessary proof of death, to execute and deliver releases, receipts, and all other necessary instruments to compromise or adjust any disputed claims as in the Trustee's discretion deems best, to bring suit upon any such policy, and to do and perform all other acts necessary for the collection of all amounts payable under such policies, and to pay the expenses thereof out of the Trust Estate. Notwithstanding the foregoing, the Trustee shall not be obligated to bring any suit to enforce payment upon any such policy unless the Trustee is in possession of the assets of the Trust Estate from which the costs and expenses of such suit, including attorneys' fees, can be paid, or unless indemnified to the Trustee's satisfaction against all such costs and expenses; and if suit shall be brought, the Trustee shall have complete discretion to effect a compromise or settlement on such terms as the Trustee deems best. If suit is not brought because of lack of funds or satisfactory indemnification, the Trustee may assign all of said Trustee's rights under the policy or policies in question to those persons to whom and in the proportions in which such rights would be distributed if they constituted current income of the trust or trusts established hereunder following the Grantor's death. Upon such assignment, the Trustee's liability and accountability with respect to such policy or policies shall terminate, and the trust or trusts created under this Trust shall also thereupon terminate with respect to such policy or policies and the death benefits thereunder.

C. Settlement Options. If any insurance company whose policy or policies are subject to this Trust will hold the proceeds of such policy or policies under any of the options of

settlement available under such policy or policies or otherwise available under the practices and procedures of such company, the Trustee may, in the Trustee's discretion, permit the proceeds of such policy or policies to be paid pursuant to any such options of settlement.

D. Release of Insurance Companies. No insurance company whose policy or policies shall be subject to this Trust and who shall make payment of all the benefits thereunder to the Trustee shall be required to inquire into or take notice of any of the provisions of this Trust or to see to the application or disposition of such benefits; and the receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts established hereunder.

ARTICLE V. - BENEFICIAL INTEREST OF GRANTOR

In the event any property, other than insurance policies of which the Trustee merely has custody, shall become part of the Trust Estate during the life of the Grantor, the following provisions shall apply:

A. Periodic Distributions of Income and Principal. During the lifetime of the Grantor, the Trustee, quarter-annually or at more frequent intervals mutually agreeable to the Grantor and the Trustee, shall distribute to or apply for the use and benefit of the Grantor such portion of the income or principal, or both, of the Trust Estate as the Grantor or the Grantor's duly authorized attorney-in-fact from time to time shall request. In the event the Trustee should receive a written certification from the Grantor's regularly treating physician (or, if such regular physician is unavailable, then from two (2) licensed physicians) that the Grantor is incapable of the care, custody and management of his own estate and affairs by reason of age or physical or mental infirmity, the Trustee shall distribute to or apply for the use and benefit of the Grantor and those persons dependent upon him for their support, such portion of the income or principal, or both, of the Trust Estate as the Trustee, in said Trustee's discretion, deems necessary or desirable to provide for the proper comfort, happiness, health, education, maintenance and support of the Grantor and such dependent persons.

B. Payment of Bills. In addition, the Trustee shall pay from the income or principal of the Trust Estate such bills, statements and other obligations of the Grantor as the Grantor or the Grantor's duly authorized attorney-in-fact shall instruct in writing or shall approve in writing and send to the Trustee for payment.

C. Accumulation of Balance of Income. The foregoing distributions or payments shall be made from income and the required balance from the principal of the Trust Estate. Any income earned in any calendar year and not so distributed during that year shall be accumulated and added to the principal of the Trust Estate.

D. Beneficial Interest in Grantor's Home. In the event that the Trust Estate includes the Grantor's primary residence, the Grantor reserves the right to reside upon such real property as his permanent residence during his life, it being the intent of this provision to retain for the Grantor the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes, so that such beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this agreement to the contrary, the Grantor's interest in any real property in which he resides pursuant to the provisions of this agreement shall be deemed to be an interest in real property, and not personalty. So long as such property is the residence of the Grantor and the Grantor remains competent, the Trustee shall in no way be held responsible for the supervision, care, control or maintenance of the property, and shall have no duty to perform initial or periodic inspections of the property; nor shall the Trustee be responsible for determining the adequacy or existence of any insurance coverage with respect to the property. Additionally, the Trustee shall not be obligated to pay any taxes, insurance premiums, or other expenses related to such property; however, if the Trustee has knowledge that the Grantor has failed to pay any such taxes, insurance premiums or other expenses, the Trustee may pay the same if the Trust has sufficient funds to do so. Such property shall remain the residence of the Grantor pursuant to this provision until such time as the Grantor advises the Trustee in writing that the Grantor no longer intends to occupy such property as the Grantor's residence, or the Trustee determines that the Grantor has permanently vacated such property as the Grantor's residence.

ARTICLE VI. - SPECIAL DUTIES OF ADMINISTRATION

Upon the death of Grantor, this Trust shall become irrevocable and the Trustee shall have the following special duties and powers in addition to managing and distributing the Trust Estate in accordance with the remaining Articles of this instrument.

A. Lend or Purchase. To the extent that assets of the Grantor's probate estate, exclusive of property specifically bequeathed and property which the personal representative thereof shall determine to be undesirable to sell, are insufficient to pay any part or all of the claims and debts of the Grantor's estate, including but not limited to expenses of last illnesses, funeral and suitable marker, as well as lawful debts, together with all estate, inheritance, succession and other death taxes (including penalties and interest thereon, if any) and/or all or part of the costs of the administration of the Grantor's estate (all hereinafter referred to as "claims and debts") the Trustee may lend to the estate of the Grantor sufficient funds upon such terms as to security, rate and maturity and in other respects as the Trustee shall deem advisable to enable the Grantor's estate to pay all or a portion of the above claims and debts (such loan need not be secured if in the Trustee's opinion it is in the best interests of the beneficiaries of the Trust not to obtain security in light of the overall objectives and requirements of the beneficiaries, the

Grantor and Grantor's estate); or, in the alternative the Trustee may acquire by purchase, exchange or otherwise, sufficient assets from the estate of the Grantor to provide the estate of the Grantor with sufficient funds to pay claims and debts, even though such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other trust funds, and even though acquisition of such property may result in a large percentage of the Trust Estate being invested in one class of property, and the Trustee may retain such property so acquired for so long as the Trustee shall deem it advisable. If, in the Trustee's discretion, it is desirable to exercise both of the alternatives described in this paragraph together, rather than alternatively in order to meet the claims and debts of the estate of the Grantor, the Trustee may elect to do so.

B. General Power of Appointment Reserved by Grantor. Grantor reserves the right to appoint any part or all of the Trust Estate as shall otherwise be included in Grantor's estate for federal tax purposes by Grantor's Will duly proved and by specific reference to this power of appointment to his Personal Representative. Specifically, this power is not exercisable over or with respect to any property that shall not otherwise be included in Grantor's gross estate for federal tax purposes. Any property not so appointed shall be managed and distributed in accordance with the remaining provisions of this instrument.

C. Payment of Liabilities of Grantor's Estate. Except as otherwise set forth in this Paragraph, all payments made by Trustee upon claims and debts of Grantor's estate, whether directed by Grantor's Will in exercise of the power of appointment referenced in Paragraph B of this Article or required by law, shall be charged as an expense of the Trust without apportionment to any person and without seeking contribution from anyone. Provided, however, the payment of any indebtedness which is secured by a mortgage or lien on any property shall be charged to the distributee of such property, unless the provision distributing such property provides that such property is to be distributed free and clear of such liens. Provided further, that any estate, inheritance or other death tax shall be equitably apportioned among, and paid by, the recipients or beneficiaries of the assets subject to such taxes, in the proportion that the value of each asset included in the measure of the tax bears to the total value of assets included in the measure of the tax. Specifically, no estate or inheritance taxes so paid shall in any way diminish the portion of the Trust Estate set aside for Grantor's spouse pursuant to the marital distribution given herein or any other property passing to Grantor's spouse under this Trust or otherwise which qualifies for, and is included in, computing the Grantor's marital deduction for federal estate tax purposes. If payment of funds for such claims and debts from the Trust Estate is required, payment shall be made only from the assets of the Trust Estate that otherwise would be included in Grantor's gross estate for estate tax purposes or from income from these assets as hereafter provided. If the Trust owns, at Grantor's death, any United States treasury bonds ("Bonds") which can be redeemed at par for the payment of the Grantor's estate taxes, then the Trustee shall be required to use such Bonds to the extent necessary to pay estate taxes due as a result of Grantor's death. Payment may

be made upon receipt by Trustee of a request made in writing and signed by the personal representative of Grantor's probate estate and may be made in direct payment of the items or by payment to the personal representative except that estate taxes shall be paid to the taxing authority. Payment in either manner shall be without need to verify the amount or the purpose nor to see to the application of the funds.

D. Distributions in the Event of Apportionment of Taxes. In the event the personal representative of Grantor's estate is required by an order of apportionment to collect a portion of estate or inheritance taxes from the recipients of property included in Grantor's gross estate for estate tax purposes, the Trustee is directed to distribute to each recipient of property other than the Trustee an amount equal to the tax that is required by the order of apportionment that is so paid by the recipient.

ARTICLE VII. - DIVISION OF TRUST ESTATE

Following the death of the Grantor, and after making provision for those matters set forth in Article VI above, the balance of the Trust Estate shall be divided in the following manner:

A. Amount of Bequest. If Grantor's spouse, HELEN J. WOLK, shall survive the Grantor, the Trustee shall distribute out of the Trust Estate a pecuniary amount (undiminished by any claims and debts which the Trustee is directed to or has determined to pay under the provisions hereof) outright to Grantor's spouse that when added to the total value for federal estate tax purposes of all other interests in property that pass or have passed from the Grantor to the Grantor's spouse under this instrument or otherwise than under this instrument and that are includable in the Grantor's gross estate for federal estate tax purposes and that qualify for the marital deduction, equal the least amount which, if subtracted from the value of the Grantor's gross estate as finally determined for federal estate tax purposes would result in no federal estate tax imposed on account of the Grantor's death after taking into account the unified credit against federal estate taxes available under Section 2010 of the Code and the credit for state death taxes under Section 2011 of the Code (but only to the extent that the use of such credit does not increase the death tax payable to any state). The Trustee, in the Trustee's sole discretion, shall select the assets, either cash or property in kind, or both, to be distributed to Grantor's spouse in satisfaction of the marital distribution but no assets or proceeds of any asset that do not qualify for the marital deduction shall be distributed; nor shall any insurance on the life of Grantor's spouse, or property which constitutes the right to income in respect of a decedent under Section 691, or the proceeds thereof, be used to satisfy the marital distribution except to the extent that other available assets are insufficient. To the extent the Trustee distributes property in satisfaction of this marital distribution, the property so distributed must be valued as of the date or dates of distribution.

B. Gift if Spouse Survives But Not By At Least Six (6) Months. If Grantor's spouse survives Grantor but does not survive him by at least six (6) months, then there shall be distributed to Grantor's spouse (or her estate) an amount which, when deducted from Grantor's federal gross estate as a marital deduction and added to Grantor's spouse's estate as it exists at the time of his death, would make their net taxable estates exactly equal, as calculated under federal estate tax law in force at the date of his death. The calculation of the distribution under this paragraph shall be made on the basis of facts and values existing on the date of Grantor's death as if his spouse had died at the moment of his death, and shall not be affected by any changes in Grantor's spouse's estate after his death.

C. Designation of Property. In order to fund the amount to be distributed to the Grantor's spouse pursuant to this Article, the Trustee shall select the property from the Trust Estate, either cash or in kind or partly in each, but there shall not be included any insurance that is owned by Grantor on the life of Grantor's spouse nor any property or proceeds of property which shall not qualify for the federal estate tax marital deduction and the amount of this marital distribution shall be reduced to the extent there are not sufficient qualifying assets. Further, to the extent there are other qualifying assets, the marital distribution shall not include property or proceeds of property which is income with respect of a decedent under Section 691 of the Code, which is subject to any foreign estate, inheritance, succession or other death taxes or death duties or which satisfies the requirements for redemption under Section 303 of the Code; however, the amount to be set aside for such marital distribution shall not be reduced on account of any such inclusion. Unless explicitly provided for to the contrary herein, all distributions in satisfaction of the amount given in this Article shall be satisfied using fair market values as of the date of distribution.

D. Disclaimer. The Grantor's spouse may at any time within nine (9) months after the date of the Grantor's death renounce the entire or a part of the entire interest given to her in such assets as may be allocated to her pursuant to this Article. Any renunciation as to a part of the assets shall specify the proportion as to which the renunciation shall apply, and shall not refer to any specific item or items. The proportion of the assets as to which any renunciation is declared shall be added to and become a part of the Credit Shelter Trust created hereinafter. Any renunciation should be made by a written document executed with the same formalities as for a will as required by the laws of the State of Florida and shall be recorded in the county in which the Grantor's probate estate is being administered and shall thereafter be filed with the court having jurisdiction of the Grantor's probate estate. Nothing herein shall be construed, however, as prohibiting any type or form of renunciation or disclaimer which might be legally effective under the laws of the state or commonwealth having jurisdiction of the probate of the Grantor's Will, whether such renunciation or disclaimer shall be in whole or in part as to the assets. In the event that the Grantor's spouse dies within nine (9) months after the Grantor's death without having disclaimed any assets as described above, the personal representative of the Grantor's

spouse may file a disclaimer on behalf of the Grantor's spouse and the estate of the Grantor's spouse as to such part or all of the assets given to the Grantor's spouse in this Article as such personal representative may specify and in such event the property and income affected thereby shall be added to the principal of the Credit Shelter Trust to be managed and distributed in accordance with the terms thereof.

E. Grantor's Intention. It is the Grantor's intention to have the pecuniary amount set aside in this Article qualify for the marital deduction under Section 2056 of the Code. In no event shall the Trustee take any action or have any power that will impair the marital deduction and all provisions regarding this gift shall be interpreted to conform to this primary objective. Calculation of the amount of this gift under this Article shall not, by virtue of any reference to the term "maximum marital deduction" or otherwise, be deemed to impose a duty on the Grantor's fiduciaries to elect to take as a deduction on the Grantor's federal estate tax return any item of deduction which such fiduciary, in its judgment, shall otherwise determine and be authorized to take as a deduction on the appropriate income tax return, or to make any other election with respect to federal estate or income taxes which such appropriate fiduciary, in its judgment, shall otherwise determine and be empowered to make. References to Sections in this Article are to the Code, as defined herein, and shall be deemed to refer to corresponding provisions of any subsequent federal tax law and whenever used in this Article, the terms "unified credit", "passing", "have passed", "gross estate" and "marital deduction" shall have the same meaning as such terms have under the provisions of the Code.

ARTICLE VIII. - DISPOSITION OF REMAINDER

The balance of the Trust Estate shall, as of the date of the Grantor's death, be retained as a separate trust to be known as the "Credit Shelter Trust" and shall be managed and distributed in accordance with the provisions of Article IX below.

ARTICLE IX. - CREDIT SHELTER TRUST

The Credit Shelter Trust shall be managed and distributed by the Trustee upon the following terms and conditions:

A. Limited Lifetime Power of Appointment. The Grantor's spouse shall have the power to appoint to any person, including herself, from the principal of the Credit Shelter Trust during the month of January during any and each calendar year of her lifetime a maximum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) or five percent (5%) of the aggregate value of the principal of the Credit Shelter Trust on December 31st of the year preceding the year of exercise without reduction for the principal distributed during such year pursuant to the

exercise of this power, whichever is greater. Said power shall be noncumulative, and to the extent it is not exercised in any calendar year, it shall lapse.

B. Periodic Distributions of Principal and Income. The Trustee shall distribute annually to or for the benefit of the Grantor's spouse, all of the income of this Credit Shelter Trust. In addition, to the extent that the Grantor's spouse has expenses necessary for her proper health, maintenance and support that the Trustee determines cannot be met from any other sources, then the Trustee may use such amounts of the principal of the Trust as the Trustee deems necessary to pay such expenses.

C. Testamentary Power of Appointment. The Grantor's spouse shall have the right, exercisable by her will, to appoint the principal of the Credit Shelter Trust to and among the Grantor's descendants either outright or in further trust. Such power shall be exercisable by specific reference thereto in the Grantor's spouse's will.

D. Division Into Shares. Upon the death of the Grantor's spouse, or upon the Grantor's death if the Grantor's spouse predeceases the Grantor, the Trustee shall distribute absolutely the then remaining principal and undistributed income of the Credit Shelter Trust in equal shares to the Grantor's then living descendants, per stirpes.

E. Contingent Beneficiaries. If the Grantor's spouse and all of the Grantor's descendants predecease the Grantor, then the remaining Credit Shelter Trust shall be distributed absolutely one-half (1/2) to the Grantor's heirs at law and one-half (1/2) to the Grantor's spouse's heirs at law as determined under the intestacy laws of Florida then in existence.

F. Distribution for Other Than Children. If, at the time for division of the Credit Shelter Trust into shares, a share of the Credit Shelter Trust is set apart for the primary benefit of the lawful descendants of a deceased child of the Grantor, such share shall be immediately distributed absolutely to such descendants, per stirpes, free and clear of any trust, except as otherwise required herein.

ARTICLE X. - TRUSTS FOR BENEFICIARIES **UNDER AGE TWENTY-FIVE (25)**

In the event any portion of the Trust Estate becomes distributable absolutely to any beneficiary who has not reached the age of twenty-five (25) years, such portion shall be held in further trust by the Trustee to be administered in accordance with this Article. The Trustee shall distribute so much of the income and principal of such further trust to or for the benefit of such beneficiary as the Trustee deems necessary or desirable for such beneficiary's proper health, education, maintenance and support, and shall pay out the remaining principal and undistributed

income to or for the benefit of such beneficiary when such beneficiary reaches the age of twenty-five (25). In the event such beneficiary dies before reaching the age of twenty-five (25), the Trustee shall distribute all remaining principal and undistributed income of such further trust to such beneficiary's heirs at law as determined under the intestacy laws of the State of Florida in effect at the death of such beneficiary.

ARTICLE XI. - TRUSTEES

A. Trustees.

1. The Grantor, STEPHEN WOLK, shall serve as the original Trustee of the trusts created hereunder.

2. If the Grantor should be or become unable or unwilling for any reason to serve as a Trustee, the Grantor's spouse, HELEN J. WOLK, and the Grantor's children, STEVEN J. WOLK and GINA L. WOLK, shall serve as successor Co-Trustees.

3. If HELEN J. WOLK should be or become unable or unwilling for any reason to serve as Co-Trustee, then STEVEN J. WOLK and GINA L. WOLK, or the survivor, shall serve as Co-Trustees or sole Trustee.

B. Resignation of Trustees. The original Trustee and any successor Trustees hereunder shall have the right to resign at any time by giving thirty (30) days written notice to any other Trustee then serving and to the Grantor, if living, or otherwise to the adult beneficiaries and the guardian of any minor or incompetent beneficiaries hereunder who are living at the time of such resignation. In such event, unless Paragraph A above makes provision to fill or not to fill the vacancy so created, the Grantor, or if he is not then living, the Grantor's children by majority vote, shall appoint a successor Trustee. If no successor Trustee is so appointed within thirty (30) days after the notice of resignation, the resigning Trustee shall have the right to petition a court of competent jurisdiction to name a successor Trustee.

C. Successor Trustee. Grantor directs that the last individual available to serve as Trustee or successor Trustee under the terms of this Article who is in fact then serving in the capacity of individual Trustee may designate any qualified individual to succeed him or her as Trustee under the terms of this Trust. In the event the last serving Trustee of the individuals named above fails to so appoint a successor individual Trustee, Grantor requests the Florida Court having jurisdiction over the trust or trusts herein created to appoint a qualified individual as successor Trustee.

D. Acceptance of Accounts. Grantor will nominate by his Will the personal representative of Grantor's estate in reliance upon Grantor's faith in the ability and integrity of the party appointed. For this reason, any Trustee named in this instrument that does not also serve as personal representative of Grantor's estate is relieved of all duties it otherwise might have to examine into and satisfy itself as to the accounts of the personal representative in the administration of Grantor's estate as long as such personal representative shall have been nominated to serve as such by Grantor's Will. In such event, the Trustee is authorized to accept the assets that are distributed to it by the personal representative of Grantor's estate as being in full satisfaction of all gifts given to it by Grantor's Will. For the same reasons, any trustee that succeeds a Trustee named in this instrument is relieved of all duties it might otherwise have to examine into and satisfy itself as to the accounts of the predecessor trustee. The successor trustee is authorized to accept the assets delivered to it by such predecessor trustee as constituting the entire Trust Estate.

E. Succession of Trustees.

1. Any successor Trustee shall accept the office by written instrument and shall assume the duties thereof immediately upon delivery of the instrument to the other Trustee then serving or, if no Trustee is then serving, to any adult beneficiary, without the necessity of any other act, conveyance or transfer.

2. The title to the Trust Estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof, but any resigning or removed Trustee shall execute all instruments and do all acts necessary to vest such title in any successor Trustee without a court accounting. A successor Trustee shall have no duty to examine the accounts, records and acts of the previous Trustee or Trustees, and shall in no way or manner be responsible for any act or omission to act on the part of any previous Trustee. Any claim or action against any previous Trustee must in any event be asserted or filed by any beneficiary within one year after such Trustee ceases to serve.

3. Each successor Trustee hereunder shall have, exercise and enjoy all of the rights, privileges and powers, both discretionary and ministerial, as are herein and hereby given and granted unto the original Trustees, and shall incur all of the duties and obligations imposed upon the said original Trustees.

F. Incapacity of Trustee. Any person acting or named to act in a trustee capacity hereunder shall be considered to be legally incompetent to act and shall cease to act as a Trustee when such person's regularly attending physician has certified that such person does not have the physical or mental capacity to manage his or her financial affairs. If such person's regularly attending physician shall subsequently certify that such person has regained the physical and/or

mental capacity to manage his or her financial affairs, such person shall resume his or her responsibilities as a Trustee upon delivery of his or her written request to the successor Trustees then serving.

G. Waiver of Bond. No Trustee or successor Trustee appointed hereunder shall be required to furnish any bond or other security in any jurisdiction for the faithful performance of their duties as such, the same being specifically waived hereby.

H. Compensation of Trustee. The Trustee shall be entitled to reasonable compensation for services rendered by them hereunder, provided that any corporate trustee hereunder shall be entitled to trustee's fees determined in accordance with its fee schedule which is published from time to time.

I. Notice. No purchaser or other person dealing with any Trustee purporting to act under any power or authority granted in, or given by any Trustee in purported compliance with, this instrument or any part or parts of it need be concerned to inquire into the existence of facts upon which the purported power or authority depends or into the question of whether the purported power or authority still exists.

ARTICLE XII. - GENERAL PROVISIONS

The provisions of this Article shall apply to any and all Trusts established under this Trust, unless herein provided otherwise.

A. Payment to or for Incompetents or Minors. The Trustee may make distributions of the income and principal of any trust established hereunder in any one or more of the following ways as may be determined by the Trustee in said Trustee's discretion:

1. Directly to the beneficiary thereof unless he or she has been legally adjudicated incompetent;
2. In direct payment of such beneficiary's expenses of the types the Trustee is authorized hereunder to meet;
3. To such beneficiary's legal or natural guardian or other representative or to any person having care or custody of such beneficiary;
4. In any and all other ways authorized by law.

B. Notice to Trustee of Status of Beneficiaries. Until the Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to distribution of the income or principal of any trust may depend, the Trustee shall incur no liability for distributions which would have been proper had such event not occurred.

C. Restraint on Alienation. No income or principal payable to or held for any beneficiary shall, while in the possession of the Trustee, be alienated, disposed of, or encumbered in any manner other than by Trustee action authorized hereby. Throughout the duration of each trust, no beneficiary thereof shall have the power, voluntarily or involuntarily, to sell, alienate, convey, assign, transfer, mortgage, pledge, or otherwise dispose of or encumber any principal or income thereof or any interest whatever therein until physical distribution or payment is made to him or her, and no interest of any beneficiary in or claim to any trust assets or benefits shall be subject to the claims of any of his or her creditors or to judgment, levy, execution, sequestration, garnishment, attachment, bankruptcy, or other insolvency proceedings, or any other legal or equitable process. Nothing in this paragraph shall interfere with the exercise of any right to power reserved to the Grantor or expressly given herein to the Trustee or any beneficiary.

D. Situs of Trust. This Trust has been executed and has been accepted by the Trustee in the State of Florida, and it shall be construed and regulated and all rights under it shall be governed by the laws of that state. Provided, however, the Trustee(s) may, in their sole discretion, change the situs of all trusts created hereunder to any state of the United States if they deem it to be necessary or desirable.

E. Reimbursement of Trustee. If any Trustee shall be compelled for any reason, during the existence of any trust or thereafter, to pay any tax or penalty with respect thereto, the Trustee shall be reimbursed from the Trust Estate or, if the Trust Estate be then insufficient or terminated, the Trustee shall be reimbursed from the persons to whom the Trust Estate has been distributed, to the extent of the amount received by each distributee. Before making any final distribution of either income or principal, the Trustee may accordingly require a refunding agreement or may withhold distribution pending determination or release of any tax lien.

F. Rule Against Perpetuities. In the event the interest of any beneficiary of any trust created hereunder shall violate the Florida Uniform Statutory Rule Against Perpetuities as determined under Section 689.225 of the Florida Statutes, as amended, the terms of such trust shall be reconstrued to require such interest to vest within the time period specified for a valid interest under such statutory provision. In the event it is impossible to reconstrue the terms of such trust to require such interest to vest within the time period specified for a valid interest under such statutory provision, then such trust shall terminate within the time period specified for a valid interest under such statutory provision. Upon termination, the property held in such trust shall

be distributed, free of trust, to the then income beneficiaries thereof, in accordance with their respective income interests in such trust.

G. Frequency of Distribution of Income. Unless otherwise specifically indicated under the terms of this instrument, any distribution of income required to be made under any trust created herein shall be made at times fixed by the Trustee, but at least as often as annually.

ARTICLE XIII. - POWER OF TRUSTEE

The Trustee and its successors and parties serving in its stead, shall be governed by the provisions of Subsection 737.402 and Chapter 738, Florida Statutes (1995), that are not in conflict with this instrument, and shall have all additional powers and protection granted by statute to trustees at the time of application that are not in conflict with this instrument. In addition and not in limitation of any common-law or statutory authority, and without application to any court, the Trustee and its successors and parties serving in its stead also shall have the powers and responsibilities described below, to be exercised in their absolute discretion until complete distribution of the trusts created under this instrument, and shall observe the instructions hereafter given.

A. Retain Trust Estate. To retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised or bequeathed to the Trustee for such time as the Trustee shall deem advisable, although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of trust assets and although it represents a large percentage of all of the Trust Estate; said original property may accordingly be held as a permanent investment.

B. Hold Uninvested Cash and Unproductive Property. For any periods deemed advisable, to hold cash uninvested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold unproductive realty or personalty.

C. Invest and Acquire. To invest and reinvest trust assets in any type of property or security without regard to the proportion that investments of the type selected may bear to the entire Trust Estate, without limitation to the classes of trust investments authorized by law, and without regard to the possibility that the investments may be in new issues or in new or foreign enterprises. The property acquired may be realty or personalty and may include accounts and certificates of deposit of any corporate trustee serving hereunder, life insurance, bonds, debentures, leaseholds, options, easements, mortgages, notes, mutual funds, shares or beneficial interests in mortgage trusts or real estate investment trusts, common trust funds, voting trust certificates, and any class of stock or rights to subscribe for stock, regardless of whether the yield

rate is high or low, whether or not the new asset produces any income at all. It is intended that the Trustee shall have the authority to act in any manner deemed in the best interest of the trust involved, regarding it as a whole, even though certain investments considered alone might not otherwise be proper.

D. Exercise Options and Conversion Privileges. To exercise any options, rights, and conversion privileges pertaining to any securities held by the Trustee as trust assets.

E. Sell and Lease. To sell, convey, grant options to purchase, lease, transfer, exchange or otherwise dispose of any trust asset on any terms deemed advisable, to execute and deliver deeds, leases, bills of sale, and other instruments of whatever character, and to take or cause to be taken all action deemed necessary or proper in connection therewith.

F. Lend. On any terms deemed advisable, to lend trust funds to any borrower, including the Personal Representative of the Grantor's estate and the beneficiary of any trust created hereunder, and to change the terms of these loans. This authorization includes the power to extend them beyond maturity with or without renewal and without regard to the existence or value of any security therefor, to facilitate payment thereof, to change the interest rate thereof, and to consent to the modification of any guarantee relating thereto.

G. Borrow. To borrow whatever money the Trustee deems desirable on any terms from any lender, including any Trustee, to mortgage, pledge or otherwise encumber as security any asset of the borrowing trust.

H. Term or Duration of Obligation. Incident to the exercise of any power, to initiate or change the terms of collection or of payment of any debt, security, or other obligation of or due to the Trust Estate, upon any terms and for any period, including a period beyond the duration or the termination of any or all trusts.

I. Compromise or Abandonment of Claims. Upon whatever terms the Trustee deems advisable, to compromise, adjust, arbitrate, sue on, defend, or otherwise deal with any claims, including tax claims, against or in favor of any trust, to abandon any asset the Trustee deems of no value or of insufficient value to warrant keeping or protecting, to abstain from paying taxes, assessments or rents, and from repairing or maintaining any asset; and to permit any asset to be lost by tax sale or other proceeding.

J. Distribution in Cash or in Kind. To distribute any shares in cash or in kind, or partly in each, and the Trustee valuations of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries. Notwithstanding the foregoing, if at any time the Trust owns any shares of stock in any corporation that then has in effect an 'S corporation'

election under the Internal Revenue Code of 1986, as amended (the "Code"), the Trustee shall not transfer any of said shares to any person or trust which would not be an eligible 'S corporation' shareholder under the Code.

K. Use of Nominee. To hold any or all of the trust assets, real or personal, in the Trustee's own name, or in the name of any corporation, partnership, or other person as the Trustee's nominee for holding the asset, with or without disclosing the fiduciary relationship.

L. Vote Stock. To vote stock for any purpose, in person or by proxy, to enter into a voting trust, and to participate in corporate activities related to any trust hereunder, in any capacity permitted by law, including service as officer or director.

M. Participate in Reorganizations. To unite with other owners of property similar to any held in trust in carrying out any plan for the consolidation, merger, dissolution, liquidation, foreclosure, lease, sale, incorporation, reincorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which any trust has a financial interest; to serve as a member of any protective committee; to deposit trust securities in accordance with any plan agreed upon; to pay any assessments, expenses, or other sums deemed expedient for the protection of furtherance of the interests of the beneficiaries hereunder; and to receive and retain as trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized trust investments without this provision.

N. Purchase Property from Estate. To purchase property, real or personal, from the Grantor's or a beneficiary's estate, upon such terms and conditions as to price and terms of payment as the Trustee and the respective Personal Representative shall agree upon, to hold the property so purchased in trust, although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable.

O. Employment of Assistants and Agents. To any extent reasonably necessary, to employ and pay reasonable compensation for the services of attorneys-at-law, accountants, brokers, investment counselors, realtors, and any other consultants and assistants the Trustee deems advisable for the proper administration of the several Trusts.

P. Establishment and Maintenance of Reserves. Out of the rents, profits, or other gross income received, to set aside and maintain reserves to the extent deemed advisable to meet present or future expenses, including taxes, assessments, insurance premiums, debt amortization, repairs, improvements, depreciation, obsolescence, general maintenance, and reasonable compensation for services, including services of professional and other employees authorized

hereby, as well as to provide for the effects of fluctuations in gross income and to equalize or apportion payments for the benefit of beneficiaries entitled to receive income.

Q. Carrying Several Trusts as One Estate. To the extent that division of the Trust Estate is directed hereby, to administer the Trust Estate physically undivided until actual division thereof becomes necessary to make distributions; to hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and to allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

R. Allocation of Receipts and Expenses. To apportion or allocate between principal or income any and all receipts of money or other property paid or delivered to the Trustee, any and all capital gains and losses, and any and all expenses, including taxes, incurred by the Trustee, which apportionment or allocation shall fully protect the Trustee with respect to any action taken or payments made in reliance thereon.

S. Retain and Purchase Life Insurance, Annuities, Etc. To retain, purchase, dispose of and otherwise deal with life insurance, endowment contracts, annuities, variable annuities, or other forms of insurance on the life or lives of any beneficiary or beneficiaries hereunder, or upon the life or lives of others for the benefit of any such beneficiary or beneficiaries, as an investment or otherwise, paying all premiums and costs thereof from the income or principal of the trust or trusts under which such beneficiary or beneficiaries are entitled to the income.

T. Utilize Insurance Options. In dealing with any policy of insurance constituting a portion of the Trust Estate, to the extent permitted, either by the policy or by arrangement with any insurer involved, to utilize every option and privilege available, and to gratuitously or for consideration transfer or assign any policy so held to, or to designate as beneficiary thereof, any beneficiary of the trust holding it as an asset, to delay claiming insurance proceeds in order to make an election under the policy or to negotiate an extracontractual arrangement with the insurer.

U. Carry on Business. With respect to any business that may become a part of the Trust Estate, whether organized as a sole proprietorship, partnership or corporation, upon such terms, for such time, and in such manner as the Trustee may deem advisable.

1. To hold, retain and continue to operate such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom;

2. To dissolve, liquidate, or sell such business at such time and upon such terms as the Trustee deems advisable;
3. To enlarge, diminish, or change the scope or nature of the activities of such business;
4. To incorporate such business and hold the stock as an asset of the Trust Estate;
5. To use the general assets of the trust for the purposes of the business;
6. To borrow money for business purposes and to mortgage, pledge or otherwise encumber the assets of the business or other assets of the Trust Estate to secure the loan;
7. To employ such officers, managers, employees, or agents as the Trustee deems advisable for the management of such business; and
8. To exercise with respect to the retention, continuation, and disposition of such business all the rights and powers of which the Grantor would have been capable, at the time of such exercise, including all powers as may now or hereafter be conferred upon the Trustee by law or as may be necessary to enable the Trustee to administer the Trust Estate in accordance with the provisions of this Trust Agreement, subject to any limitations thereof that may be provided for herein.

V. Manage Real Estate. To deal with real estate in any manner lawful to an owner thereof. This authority includes the right to manage, protect, and improve it, to raze, alter and repair improvements, to sell or contract to sell it in whole or in part, to partition it, to grant options to purchase it, to donate it, to convey it, to acquire it, release, or grant easements or other rights relating to it, to dedicate parks and thoroughfares, to subdivide it, to vacate any subdivision or any part thereof and resubdivide it, from time to time, to lease it in whole or in part, and to renew, extend, contract for, and grant options in connection with leases. Leases, contracts to sell, mortgages and any contract entered into by the Trustee can be made on any terms and for any period, including a period beyond the duration or termination of any or all trusts.

W. In General. To do all such acts, take all such proceedings and exercise all such rights and privileges, although not hereinbefore specifically mentioned, with relation to such property as if the absolute owners thereof.

X. Terminate Trusts. After the death of the Grantor's spouse, if the Trustee determines that the value of the principal held in any trust created under this instrument is less than \$50,000 and that, relative to the costs of administering the trust, continuance of the trust will defeat or substantially impair the accomplishment of its purposes, the Trustee, in its discretion, is authorized to terminate the trust and to distribute its assets to the beneficiaries to whom income may be distributed immediately prior to the termination. The assets shall be distributed in the proportions in which the beneficiaries are eligible to receive distributions of income if made, and, in the case of undetermined shares, the distribution shall be in equal shares.

Y. Deal With Estate of Grantor's Spouse. The Trustees may make loans to the personal representatives of the estate of Grantor's spouse, even though the Personal Representative and a Trustee under this instrument may be the same person or entity. The Trustee, in its discretion, may purchase assets from the estate of Grantor's spouse that are suitable as an investment for trusts under this instrument, the price of purchases to be not more than the fair market value determined by Trustee.

Z. Combine Trusts. After the death of Grantor, to combine the trusts created hereunder with other trusts created by Grantor which are being administered by the Trustees and which contain substantially identical provisions to the trusts created herein.

AA. Allocation of Generation-Skipping Transfer Tax Exemption. To allocate the generation-skipping transfer tax exemption of Section 2631 of the Code to any property as to which Grantor was the transferor, including any property transferred by Grantor during his life as to which Grantor did not make an allocation prior to his death, in such a manner as the Trustee, in its sole discretion, shall determine after taking into account the total tax liability of Grantor's estate and the beneficiaries thereof; provided, however, such allocation shall be made in accordance with Section 2632(a) of the Code. There shall be no reimbursement or adjustment of the shares of beneficiaries in income or principal, by reason of the allocation by the Trustee, and such allocation shall be conclusive and binding on all parties. In addition, the Trustee shall have the power to pay any and all generation-skipping transfer tax imposed pursuant to Section 2601 of the Code attributable to any property held by the Trustee in the event such generation-skipping transfer tax is due as a result of a taxable termination or a direct skip within the meaning of Section 2612 of the Code of an interest in property held by the Trustee; provided, however, that the Trustee is expressly prohibited from paying any generation-skipping transfer tax due as a result of a taxable distribution within the meaning of Section 2612(b) of the Code.

BB. Division of Property Exempt from Generation-Skipping Transfer Tax. To separate that portion of any separate trust established hereunder which is exempt from the generation-skipping transfer tax of Section 2601 of the Code from that portion of such trust which is or may be subject to the generation-skipping transfer tax of Section 2601 of the Code and to hold and

distribute such exempt property as a separate and distinct trust estate with an inclusion ratio (as that term is defined in Section 2642(a)(1) of the Code) of zero, in accordance with the provisions of such trust set forth above, as though the division had not been made.

CC. Discretionary Powers. With respect to the exercise of discretionary powers over distributions of income or principal hereunder, the Trustee shall make no payment to any nursing home, hospital or other health care facility for the purpose of paying any expense which would otherwise be paid by a federal, state or other governmental agency.

DD. Special Investments. To purchase and sell securities listed on any national or regional exchange or traded in the over-the-counter market; to purchase and sell options, puts, calls, commodities and futures contracts; provided, however, that the power to invest in commodities and futures contracts may be exercised solely by the Grantor while acting as Trustee, and any successor Trustee shall be prohibited from exercising such powers.

EE. Maintenance of Securities Margin Accounts. The Trustee is authorized to buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.

ARTICLE XIV. - SURVIVAL CLAUSE

A. Spouse. In the event that the Grantor's spouse and the Grantor die simultaneously or under circumstances under which there is not sufficient evidence to determine the order of their deaths, the Grantor's spouse shall be considered to have survived the Grantor.

B. Other Beneficiary. In the event any beneficiary hereunder, other than the Grantor's spouse, shall die within thirty (30) days after the Grantor's death, such beneficiary shall be considered to have predeceased the Grantor.

ARTICLE XV. - DEFINITIONS

Whenever used in this Trust, unless the context of any passage thereof requires otherwise:

A. Child and Children. The terms "child" and "children" shall mean descendants by blood of the first degree, whether now living or hereafter born.

B. Code. The term "Code" refers to the Internal Revenue Code of 1986, as amended.

C. Death Benefits. The term "death benefits" payable under any insurance policy, or words of similar import, shall encompass, without limitation, the total amount payable under any life insurance policy on the death of the insured, including any dividends, dividend deposits or dividend additions standing to the credit of the policy, the amount of any incidental death benefits, the commuted value of any family income policy or rider, and any premium refund, less any indebtedness secured by the policy and by any premium deduction provided by the policy.

D. Descendants. The term "descendants" shall be limited to lawful descendants and shall include descendants by blood and persons conceived but not yet born.

E. Education. The term "proper education" shall be construed to mean not only all levels of education in the customary sense, including private tutorials and professional and advanced education, but also spiritual education, trade schools, musical instruction and physical education, including summer camps for minor beneficiaries.

F. Grantor's Spouse. The term "the Grantor's spouse" means the Grantor's wife, HELEN J. WOLK.

G. Health. The term "proper health" shall be construed to include medical, psychological, dental, hospital, drug and nursing costs, as well as all expenses of invalidism and costs of medically prescribed equipment and travel.

H. Income. The term "income" shall mean net income after the payment of all trust administration expenses, life insurance premiums, if any, trustee's fees, and taxes other than beneficiary income taxes.

I. Legally Adopted Children. Legally adopted children adopted prior to their eighteenth (18th) birthday shall be deemed to be natural born children of their adoptive parents, and terms of kinship or descent used herein shall be construed accordingly.

J. Maintenance and Support. The term "proper maintenance and support" shall mean the maintenance and support of the income beneficiaries in accordance with their accustomed manner of living.

K. Singular Includes Plural. The singular includes the plural and the plural includes the singular.

L. Trustee or Co-Trustee. The term "Trustee" or "Co-Trustee" means the Trustee originally appointed and accepting the trusts established hereunder, together with all substitute and successor Trustees.

ARTICLE XVI. - CONSTRUCTION OF TRUST

The headings and subheadings used throughout this instrument are for convenience only, and have no significance in the interpretation of the body of this instrument, and they are to be disregarded in construing the provisions of this instrument.

IN WITNESS WHEREOF, the undersigned, as Grantor, hereby makes this Trust and declares the trusts hereunder, and the undersigned, as Trustee, hereby accepts the same on the day and year first above written.

Stephen Wolk
STEPHEN WOLK, Grantor

Stephen Wolk
STEPHEN WOLK, Trustee

This instrument was on the date thereof signed, published and declared by STEPHEN WOLK, as Grantor, to be the STEPHEN WOLK LIVING TRUST DATED THE 18TH DAY OF JULY, 1996, in our presence and in the presence of each of us, and we, at the same time, at his request, in his presence and in the presence of each other, have hereunto signed our names and addresses as attesting witnesses.

Eva C. Lemke of Orlando, Florida
Sylvia Lukas of Orlando, FL

SELF-PROVING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

We, STEPHEN WOLK, EVA C. LEMKE and SYLVIA YUHAS, the Grantor and the witnesses respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned officer that the Grantor signed the instrument as his Trust the STEPHEN WOLK LIVING TRUST DATED THE 18TH DAY OF JULY, 1996 and that he signed voluntarily (or directed another to sign for him and did so voluntarily) and that each of the witnesses in the presence of the Grantor, at his request, and in the presence of each other signed the Trust as a witness and that to the best of the knowledge of each witness the Grantor was at the time eighteen (18) or more years of age, of sound mind and under no constraint or undue influence.

Stephen Wolk
STEPHEN WOLK, Grantor

Eva C. Lemke
Witness

Sylvia Yuhas
Witness

SUBSCRIBED AND SWORN TO before me this 18th day of July, 1996 by STEPHEN WOLK, the Grantor, and EVA C. LEMKE and SYLVIA YUHAS, the witnesses, all of whom are personally known to me.

STEPHEN D DUNEGAN
My Commission CC389872
Expires Jul. 04, 1998
Bonded by HAI
800-422-1555



Stephen D. Dunegan
Notary Public



STEPHEN D DUNEGAN
My Commission CC389872
Expires Jul. 04, 1998
Bonded by HAI
800-422-1555

SCHEDULE A

STEPHEN WOLK
LIVING TRUST

DATED JULY 18TH, 1996

INITIAL TRUST PROPERTY

Cash \$10.00



CITY OF ORLANDO

MAJOR CERTIFICATE OF APPEARANCE APPROVAL

CASE #: ARB2016-00003

SITE ADDRESS: 223 N Magnolia Ave

APPLICANT: STEVEN J. WOLK
857 DOVER ROAD
MAITLAND, FL 32751

OWNER: WOLK HELEN J TR 42.5% INT &
WOLK STEPHEN J 15% INT
857 DOVER RD
MAITLAND, FL 327513121

The Orlando Appearance Review Board grants permission on this date to the above referenced applicant to secure the appropriate permits for the purpose stated below:

ECONOMIC DEVELOPMENT DEPARTMENT • CITY PLANNING DIVISION
CITY HALL • 400 SOUTH ORANGE AVENUE • SIXTH FLOOR • P.O.Box 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246-3350 • FAX 407.246.2895 • <http://www.cityoforlando.net>

September 22, 2016

4:22:39PM

Major Certificate of
Appearance Approval

The Appearance Review Board approves the submittal with the following conditions:

1. Balconies - The Newel balcony post shall be changed to have a flat top instead of a camphor top. A 2-inch trim band shall be added to the top and bottom of the balcony base to add additional definition to the base. The Ashley baluster is out of character with the rest of the architecture and shall be changed to a simpler, less ornate style. The alternative baluster shall be reviewed and approved by ARB Staff.
2. Building Top - The flashing at the top of the building and sun shade pattern are approved as submitted.
3. Building Bay Separation - The sunshade at the top of the building and the ground floor storefront system shall be narrowed to be the same width as the balconies in order to give the building bay separators a consistent width from the ground to the top of the building.
5. Second Floor Entry Area - The height of the storefront window in the middle bay of the building to the right of the double entry doors shall be extended to the ground and match the height of the entry doors. The entry doors and adjacent window shall be centered between the two windows on either side of the double entry doors and window.
6. Windows-New windows on the sides and rear of the building shall have a header and a sill. New windows shall be recessed 1 to 3-inches to provide additional shadow definition to the window openings.
7. Mechanical Equipment / Fencing
 - a. All roof mounted mechanical equipment shall be screened from view through the use of parapets, screen walls or louvered panels that, at a minimum are the height of the equipment they are screening.
 - b. Backflow Preventer-Backflow preventor[s] shall be located so as to not be directly visible from the right-of-way and should be screened from view where necessary.
8. Signage
 - a. A Master Sign Plan for this property shall receive an ARB Minor approval prior to issuance of the first sign permit for this building. Please contact ARB staff for the Master Sign Plan requirements.
 - b. All projected signs shall require an ARB staff review prior to submittal of sign permits in order to confirm consistency with the Master Sign Plan.
 - c. Monument Sign-Traditional city design standards do not permit a monument or ground mounted sign at this location. All signage shall be mounted to the building.
9. Permits Required - ARB approval does not grant permission to construct. All necessary building permits shall be obtained prior to commencement of construction activities.
10. Finish and detail of the sunshade to come back for ARB Minor review.
11. The paint colored as proposed for the front elevation is approved, but the body paint for the sides and rear of the building be the lighter cream color of the color pallet with the darker blue color shall be the trim or accent on the sides and rear of the building. A color transition band shall be made between the front façade and the sides of the building.

-
This Certificate of Appearance Approval does not constitute final development approval. The applicant is responsible for obtaining all necessary permits and approvals from applicable departments before initiating development.

Certificate of Appearance Approval executed June 13, 2016, for and relative to the above referenced site. This Certificate of Appearance Approval will expire one year from date of issuance.

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Signature

DOUGLAS A. METZGER, ACP, LMT
Appearance Review Official

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