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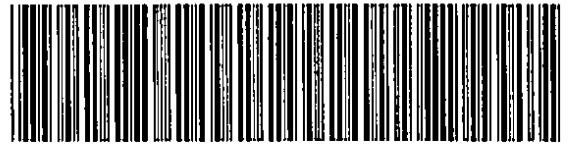
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

18 MAR -6 AM 8:22

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D O'KEEFE

MAR 14 2018

W18-16116



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 19, 2018

LAWRENCE M. ABRAMSON, ESQ.
1860 FOREST HILL BLVD., STE. 200
WEST PALM BEACH, FL 33406

SUBJECT: WILLIAM P. STORM TRUST
Ref. Number: W18000016116

We received your online transmitted document. However, the document has not been filed for the following:

Please include a copy of the Declaration of Trust under which the association proposes to conduct business in Florida.

To make the necessary corrections and resubmit your filing, return to our website and access electronic filing, then online filing. Choose to update your request by using the confirmation number and the pin number listed above. For any questions concerning the website, please call 850-245-6939. **Please disregard this letter, if you have contacted our office and were advised how to correct your document online.**

If you have any further questions concerning your filing, please call (850) 245-6052.

DANIEL L O'KEEFE
Regulatory Specialist II
New Filing Section

Letter Number: 418A00003416

Storm Abramson Properties

1860 Forest Hill Blvd.
West Palm Beach, Florida 33406

Telephone (561) 968-5456
Fax (561) 965-0059

February 22, 2018

Sent Via US MAIL
Department of State
Division Of Corporation
P O Box 6327
Tallahassee, FL. 32314
ATT: Daniel O'Keefe

FILED
18 MAR -6 AM 8:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**RE: DECLARATION OF TRUST
WILLIAM P. STORM TRUST,
DOCUMENT # W18000016116
STEPHEN ABRAMSON MARITAL TRUST,
DOCUMENT # W18000016066**

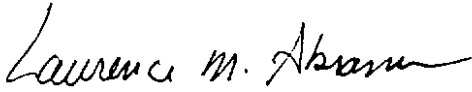
Mr. O'Keefe:

As per our telephone conversation on February 22, 2018, in regard to the above-referenced matter, enclosed please find the following:

1. One copy of the Last Will And Testament of Stephen Abramson which includes the Trust Agreement in the Fifth paragraph;
2. One copy of the Trust Agreement for the William P Storm Trust, as Amended;
3. Copies of the Declaration of Trust filed with the Division of Corporation for reference purposes.

Should you have any questions please do not hesitate to contact me.

Very truly yours,


LAWRENCE M. ABRAMSON, ESQ.

LMA/mmc

Encl.

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

WILLIAM P. STORM TRUST

A FLORIDA TESTAMENTARY **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of William P. Storm Trust, a

(Name of Trust)

Florida

Trust hereby affirms in order to file or qualify

(State)

William P. Storm Trust,

in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 1860 Forest Hill Boulevard, Suite 200
West Palm Beach, FL. 33406
3. The registered agent and street address in the State of Florida is:
Judith A. Storm, as Trustee
1860 Forest Hill Boulevard, Suite 200, West Palm Beach, FL. 33406
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

Judith P. Storm

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

Judith A. Storm, Trustee

NOTARY

Name:
Chairman of the Board of Trustees

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

CR2E063(3/00)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRUST AGREEMENT

OF

WILLIAM P. STORM

THIS AGREEMENT made this 23 day of July, 1993 between WILLIAM P. STORM hereinafter referred to as the Settlor and WILLIAM P. STORM, hereinafter referred to as Trustee.

ARTICLE I

Description of Property Transferred

The Settlor has conveyed and by this agreement does hereby convey to the Trustee the property described in Schedule A, annexed hereto and made a part hereof. Any property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "trust estate"), shall be administered by the Trustee as hereinafter set forth.

ARTICLE II

Provisions During Settlor's Life

The Trustee shall invest and reinvest the trust estate (if any requires such management and investment) and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor all the net income from this Trust.

(2) During the lifetime of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor such sums from the principal of this Trust as in his sole discretion is necessary or advisable for the medical care, maintenance and welfare of the Settlor.

(3) The Settlor may at any time during the Settlor's life, withdraw all or any part of the principal of this Trust, by delivering to the Trustee a written instrument, signed by the Settlor, describing the property to be withdrawn.

ARTICLE III

Provisions Following Settlor's Life

Upon the death of the Settlor the trust shall be distributed as follows:

A. The Settlor's One-Half (1/2) interest in North Carolina real estate described as Lot 6, Section 2-A, HOUND EARS GOLF AND SKI CLUB DEVELOPMENT, Map Book 8, page 48, Watauga County, North Carolina, shall be distributed to JUDITH A. STORM and ELIZABETH A. MATEUS, joint tenants with right of survivorship.

B. The sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) shall be distributed to each of the Settlor's sisters who survive him.

C. The sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) shall be distributed to the Settlor's former daughter-in-law, CAROL STORM.

D. The sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) shall be distributed to CYNTHIA NIKKINEN.

SECRETARIAT
TALLAHASSEE, FLORIDA

18 MAR -6 AM 9:27

E. The Trustee shall pay the debts, claims, expenses and taxes of the Settlor's estate as determined by the Personal Representative of the Settlor's estate or as determined by the Trustee if there is no probate estate.

F. ONE-HALF (1/2) of the Settlor's interest in the STORM ABRAMSON PROPERTIES PARTNERSHIP shall be distributed outright, free of trust, to the Settlor's wife, JUDITH A. STORM, if she has survived the Settlor.

G. The balance of the trust shall be retained in trust or invested and the income thereof (as hereinafter defined) shall be distributed to the Settlor's wife, JUDITH A. STORM, for the earlier of her lifetime or five (5) years beginning with the date of the Settlor's death. Following the cessation of the payment of the income to the Settlor's wife, JUDITH A. STORM, or in the event that she has predeceased the Settlor, then the balance of the trust estate shall be distributed as follows to the Settlor's children:

1. FORTY PERCENT (40%) to ELIZABETH A. MATEUS.
2. THIRTY PERCENT (30%) to WILLIAM F. STORM, II.
3. TWENTY PERCENT (20%) to HEATHER STORM.
4. TEN PERCENT (10%) to GABRIEL AARON STORM, subject to the provisions of ARTICLE V.

In the event that ELIZABETH A. MATEUS, WILLIAM F. STORM, II or HEATHER STORM have predeceased the Settlor or die during the administration of this trust, their share shall be distributed to their lineal descendants, per stirpes. CYNTHIA NIKKINEN shall not be treated as a lineal descendant of WILLIAM F. STORM, II.

H. It is anticipated that the Settlor's share of the STORM ABRAMSON PROPERTIES PARTNERSHIP shall be included in this trust and shall generate most of the income payable to the Settlor's wife, JUDITH A. STORM, as herein provided. Notwithstanding the provisions of Section 738.08 of the Florida Statutes, the income of this trust after the death of the Settlor shall be its proportionate share of the income of the partnership determined under the rules of this paragraph whether or not distributed. For these purposes, the income of the partnership shall be equal to its positive cash flow as determined under generally accepted accounting principles, except that no deductions shall be taken for any amounts expended to service mortgage indebtedness incurred, or capital expenditures made, after the date of the Settlor's death; nor, shall the proceeds from the sale of any assets, except in the ordinary course of business, or the refinancing of any indebtedness, be included in receipts.

The income beneficiary shall be entitled to all of the income determined in the manner previously described from the date of the Settlor's death to the date the trust is terminated. If the trust commences and/or terminates during an accounting period of the partnership, such income shall be divided between and apportioned to that portion of the accounting period prior to and after the date of commencement or termination on the basis of the number of days in each period.

In the event the trust does not distribute to its beneficiary an amount equal to all of the net income to which such beneficiary is entitled, and without regard to whether such failure is attributable to a lack of distributions from the partnership or otherwise, the difference between the amount of such income to which such beneficiary is entitled and the amount distributed shall be a liability of the trust to such beneficiary, and the Trustee is directed not to distribute the principal of the trust to the remainder beneficiaries without first paying or providing for the payment of such liability. Any cash distributions by the

partnership to the trust in excess of the net income to which the beneficiary is entitled, including distributions from the sale of partnership assets or refinancing, shall be deemed to be principal; provided further, if the trust receives distributions of principal from refinancings, net income for trust accounting purposes shall be reduced by the lesser of (i) the income realized from the investment and reinvestment of such principal distributions (which shall be retained as a separate fund) and (ii) the amounts required to service such indebtedness in excess of the amounts required to service the prior indebtedness.

At the present time, the Settlor owns a Fifty Percent (50%) interest in the STORM-ABRAMSON PROPERTIES, a Florida General Partnership. If, prior to the Settlor's death, the Settlor shall have sold, or otherwise disposed of, any part or all of his interest in such partnership, other properties owned by the Settlor at the time of his death, having a value on such date equal to the amount realized from the sale or disposition of such partnership interest in excess of income taxes attributable to such sale, shall be conclusively deemed to be an interest in such partnership for purposes of computing the amount of the income payable to JUDITH A. STORM under paragraph G of this Article and this provision shall also apply so as to carry out the provisions of paragraph F of this Article. By this provision, it is the Settlor's intention to substitute the amount realized from the sale or disposition of any partnership interest for such interest in determining the portion of the Settlor's trust passing under this trust.

For these purposes, distribution to the Settlor from the partnership during the Settlor's lifetime that is attributable to the proceeds from the sale or refinancing of some part or all of the partnership properties, shall be deemed to be a sale or other disposition of a portion of the Settlor's partnership interest, and the amount distributed shall be the amount realized from such deemed sale or disposition.

ARTICLE IV

Provision for Trustee to Act as Trustee for Beneficiary under Age 25

If any income or principal payment hereunder becomes distributable to a beneficiary, other than GABRIEL AARON STORM, who has not attained the age of twenty-five years such property shall immediately vest in such beneficiary, but notwithstanding the provisions herein, the trustee shall retain possession of such property in trust for such beneficiary until the beneficiary attains the age of twenty-five, using so much of the net income and principal of such trust as the trustee deems necessary to provide for the proper support, medical care and education of such beneficiary. In exercising this discretionary power, the trustee may but need not consider any other resources of such beneficiary or his or her parents. Such beneficiary's share or property shall be distributed to such beneficiary upon attaining age twenty-five, or if he or she shall sooner die, to his or her estate. Whenever the trustee determines it appropriate to pay any money for the benefit of a beneficiary for whom a trust is created hereunder, then such amounts shall be paid out by the trustee in such of the following ways as the trustee deems best: (1) directly to such beneficiary; (2) to the legally appointed guardian of such beneficiary; (3) to some relative or friend for the care, support and education of such beneficiary; (4) by the trustee using such amounts directly for such beneficiary's care, support and education. The trustee shall have with respect to each trust or property so retained all the powers and discretions herein conferred.

As provided above, this provision does not apply to the distribution to GABRIEL AARON STORM whose inheritance is covered under ARTICLE V.

ARTICLE V

Trust for Gabriel Aaron Storm

1. The distribution provided for herein to GABRIEL AARON STORM shall be held in trust for his benefit with his mother, CAROL STORM, as Trustee. The Trustee shall have the powers granted in this trust. In the event of the death or incapacity of CAROL STORM, then HEATHER STORM shall act as Trustee and shall have the powers granted herein.

2. The Trustee shall have the discretion to use the trust for the benefit of GABRIEL AARON STORM as determined by the Trustee.

3. The Trustee need not account to the beneficiary for the trust and when the trust is exhausted, the Trustee shall inform the beneficiary and the trust shall be terminated.

ARTICLE VI

Settlor's Rights To Amend, Revoke or Change

The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein.

ARTICLE VII

Dealings With Settlor's Estate

After the death of the Settlor the Trustee shall pay the deceased beneficiary's legally enforceable claims, reasonable estate expenses, if any, and any estate, death, or similar taxes payable by reason of the death of the deceased beneficiary. Written statements by the personal representative of the deceased beneficiary's estate shall be sufficient evidence of these amounts and the Trustee shall be under no duty to see to the application of such payments.

ARTICLE VIII

Powers

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to trustees generally, the trustee is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this trust: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of the Settlor, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of the Settlor, invest, lease manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions in cash or in kind or partly in each without regard to the income tax basis of such asset and in general, to exercise all of the powers in the management of the trust estate which any individual could exercise in the management

of similar property owned in its own right, upon such terms and conditions as to the Trustee may seem best, and to execute and deliver any and all instruments and to do all acts which the trustee may deem proper or necessary to carry out the purposes of this trust, without being limited in any way by the specific grants of power made, and without the necessity of a court order. The Trustee is further authorized to pledge trust assets for a term within or extending beyond the term of the trust in connection with the exercise of any power vested in the Trustee, including the power to borrow money, and to pledge trust assets as collateral (including, but not limited to, a mortgage(s) of all or a portion of any real property owned by the trust for a loan made to the Trustee.

ARTICLE IX

Last Expenses of Settlor

On the death of the Settlor the Trustee shall be authorized to pay the funeral expenses and the expenses of the last illness of the Settlor from the corpus of the trust.

ARTICLE X

Governing Law

This trust agreement and the trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of Florida.

ARTICLE XI

Spendthrift Provision

All payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any said beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of my trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ARTICLE XII

Successor Trustee

Upon the death, incapacity or adjudication of incompetency of the Trustee, then JUDITH A. STORM and ELIZABETH A. MATEUS, the Settlor's wife and daughter, respectively, shall become the successor Co-Trustees of this Trust and shall serve without bond. The successor Co-Trustees are authorized to act as trustee when the incapacity of the Settlor is demonstrated by the receipt of letters from two of the Settlor's physicians stating that the Settlor is incapable of managing his day to day affairs. No person need to inquire as to the authority of the successor trustee to act.

IN WITNESS WHEREOF, the Settlor has set his hand and affixed his seal, and the Trustee, in acceptance of this Trust, has set the Trustee's hand and affixed the Trustee's seal.

 (SEAL)
WILLIAM P. STORM, Settlor
and Trustee

The foregoing Trust Agreement was this 23rd day of July, 1993, signed in our presence by the Settlor as the Settlor's own act to create a Trust and we, at the Settlor's request, and in the Settlor's presence, and in the presence of the above date.

[Signature]

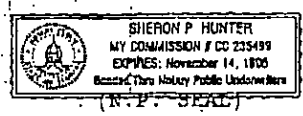
303 Mailboxing Ct.
West Palm Beach, Fla

[Signature]

3626 Swamper Ave
Boynton Beach, Fla

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23rd day of July, 1993 by WILLIAM P. STORM who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public, State of Florida

Sheron P. Hunter #CC 235499
Type or print name of notary and commission no.

Prepared by:
Kirk Grantham, Esq.
1860 Forest Hill Blvd.
Suite 105
West Palm Beach, FL 33406

trust\storm
7/23/93:kdm

SCHEDULE A

Under Trust Agreement Dated:

7/23/93

A/O ^{etc} -

APPROVED:



WILLIAM P. STORM, Settlor and
Trustee

AMENDMENT OF TRUST

THIS INDENTURE made this 14th day of August, 1995 by WILLIAM P. STORM, as Settlor and Trustee of THE TRUST AGREEMENT OF WILLIAM P. STORM dated July, 23, 1993.

WITNESSES THAT:

WHEREAS, WILLIAM P. STORM executed the above-described trust and retained the power to alter, amend and revoke the trust and now desires to do so.

NOW, THEREFORE, the above-described trust is amended as follows:

FIRST:

Paragraphs F and G of ARTICLE III, Provisions Following Settlor's Life, are hereby deleted and new Paragraphs F and G are substituted to read as follows:

F. Provided the Settlor's wife, JUDITH A. STORM, survives the Settlor, a portion of the Storm Abramson Properties Partnership shall be retained in trust to be administered as herein provided. The portion of the partnership to be so retained shall be an amount which represents SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) using the valuation of the Settlor's share of the partnership as finally determined for federal estate tax purposes. The income (as hereinafter defined) of the portion retained in trust shall be distributed to the Settlor's wife, JUDITH A. STORM, for the earlier of her lifetime or five (5) years beginning with the Settlor's death. Following the cessation of the payment of the income to the Settlor's wife, JUDITH A. STORM, or in the event that she has predeceased the Settlor, then the balance of the trust estate shall be distributed as follows to the Settlor's children:

1. FORTY PERCENT (40%) to ELIZABETH MATEUS.
2. FORTY PERCENT (40%) to WILLIAM F. STORM, II.
3. TEN PERCENT (10%) to HEATHER STORM.
4. TEN PERCENT (10%) to GABRIEL AARON STORM, subject to the provisions of ARTICLE V.

In the event that ELIZABETH A. MATEUS, WILLIAM F. STORM, II, or HEATHER STORM have predeceased the Settlor or die during the administration of this trust, their share shall be distributed to their lineal descendants, per stirpes. CYNTHIA NIKKINEN shall not be treated as a lineal descendant of WILLIAM F. STORM, II.

G. The balance of the trust shall be distributed outright, free of trust to the Settlor's wife, JUDITH A. STORM, provided she survives the Settlor and, in the event that she does not survive the Settlor, this portion shall be distributed as provided in the preceding paragraph F.

NOW, THEREFORE, WILLIAM P. STORM does hereby ratify, confirm and republish the original Trust as amended by the aforementioned amendment.

IN WITNESS WHEREOF, this Amendment of Trust has been executed on the date first above written.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

18-MAR-6 AM 8:27

William P. Storm
WILLIAM P. STORM, Settlor and
Trustee

The foregoing Amendment of Trust was this 14th day of August, 1995 signed in our presence by the Settlor as the Settlor's own act and use, at the Settlor's request and in the Settlor's presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the above date.

[Signature]

3571 N. Abby Dr

[Signature]

West Palm Beach, FL 33406

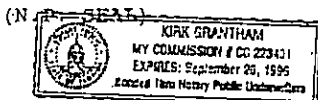
13350 150th Ct. N.

Jupiter, FL 33478

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of August, 1995 by WILLIAM P. STORM who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public, State of Florida



Print or stamp name of notary public, commission number and date of expiration

Prepared by:
Kirk Grantham, Esq.
1860 Forest Hill Blvd.
Suite 105
West Palm Beach, FL 33406

trust\kpg\storm.amd
ngt:8/14/95

SECOND AMENDMENT OF TRUST

THIS INDENTURE made this 17th day of April, 1998 by WILLIAM P. STORM as Settlor and Trustee of THE TRUST AGREEMENT OF WILLIAM P. STORM Dated July 23, 1993, and having previously amended said Trust in the Amendment of Trust dated August 14, 1995.

WITNESSES THAT:

WHEREAS, WILLIAM P. STORM executed the above-described trust and retained the power to alter, amend and revoke the trust and now desires to do so.

NOW, THEREFORE, the above-described trust is further amended as follows:

FIRST:

ARTICLE III, Provisions Following the Settlor's Life, is hereby deleted in its entirety and a new ARTICLE III is hereby substituted to read as follows:

ARTICLE III

Provisions Following the Settlor's Life

Upon the death of the Settlor, the trust shall be distributed as follows:

A. The Settlor's One-Half (1/2) interest in North Carolina real estate described as Lot 6, Section 2-A, HOUND EARS GOLF AND SKI CLUB DEVELOPMENT, Map Book B, page 48, Watauga County, North Carolina, shall be distributed to JUDITH A. STORM and ELIZABETH A. MATEUS, as joint tenants with right of survivorship.

B. In the event that the Trustee has cash available of at least \$120,000 after paying the proper creditors of the Settlor and after paying the Settlor's funeral expenses and other Trust administrative expenses, then the Trustee shall distribute the following amounts:

1. The sum of FIVE THOUSAND DOLLARS (\$5,000.00) shall be distributed to each of the Settlor's sisters who survive him.
2. The sum of FIVE THOUSAND DOLLARS (\$5,000.00) shall be distributed to CYNTHIA NIKKINEN, provided she survives the Settlor.
3. The sum of FIFTY THOUSAND DOLLARS (\$50,000.00) shall be distributed to ELIZABETH A. MATEUS, the Settlor's daughter, or in equal shares to HEATHER STORM, the Settlor's granddaughter, and GABRIEL AARON STORM, the Settlor's grandson, or to the survivor of them, if ELIZABETH A. MATEUS has predeceased the Settlor.
4. The sum of FIVE THOUSAND DOLLARS (\$5,000.00) shall be distributed to GABRIEL AARON STORM, the Settlor's grandson, provided he survives the Settlor.

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SECRETARY OF
TALLAHASSEE, FLORIDA

FBI

5. The sum of TEN THOUSAND DOLLARS (\$10,000.00) shall be distributed to HEATHER STORM, the Settlor's granddaughter, or to her lineal descendants, per stirpes, if she is deceased.

6. The sum of FORTY THOUSAND DOLLARS (\$40,000.00) shall be distributed to WILLIAM F. STORM, II, the Settlor's son. If WILLIAM F. STORM, II has predeceased the Settlor then this distribution shall be distributed equally to HEATHER STORM and GABRIEL AARON STORM, or to the survivor of them.

C. In the event that the cash available (as described above) is less than \$120,000 then the Trustee shall distribute such cash in the following percentages:

1. FOUR AND SEVENTEEN HUNDREDTHS PERCENT (4.17%) shall be distributed to each of the Settlor's sisters who survive the Settlor.

2. FOUR AND SEVENTEEN HUNDREDTHS PERCENT (4.17%) shall be distributed to CYNTHIA NIKKINEN, provided she survives the Settlor.

3. FORTY-ONE AND SIXTY-SIX HUNDREDTHS PERCENT (41.66%) shall be distributed to ELIZABETH A. MATEUS, the Settlor's daughter, or in equal shares to HEATHER STORM, the Settlor's granddaughter, and GABRIEL AARON STORM, the Settlor's grandson, or to the survivor of them, if ELIZABETH A. MATEUS has predeceased the Settlor.

4. FOUR AND SEVENTEEN HUNDREDTHS PERCENT (4.17%) shall be distributed to GABRIEL AARON STORM, the Settlor's grandson, provided he survives the Settlor.

5. EIGHT AND THIRTY-THREE HUNDREDTHS PERCENT (8.33%) shall be distributed to HEATHER STORM, the Settlor's granddaughter, or to her lineal descendants, per stirpes, if she is deceased.

6. THIRTY-THREE AND THIRTY-THREE HUNDREDTHS PERCENT (33.33%) shall be distributed to WILLIAM F. STORM, II, the Settlor's son. If WILLIAM F. STORM, II, has predeceased the Settlor then this distribution shall be distributed equally to HEATHER STORM and GABRIEL AARON STORM, or to the survivor of them.

D. ONE-HALF (1/2) of the Settlor's interest in the STORM ABRAMSON PROPERTIES PARTNERSHIP shall be distributed outright, free of trust, to the Settlor's wife, JUDITH A. STORM, provided she survives the Settlor.

E. Provided the Settlor's spouse, JUDITH A. STORM, has survived the Settlor, the balance of the Trust, as then constituted, shall be administered so that the Trustee shall hold a portion to be entitled the CREDIT SHELTER TRUST, in a separate Trust, with the remaining portion to be held in a Trust to be entitled the MARITAL TRUST. The CREDIT SHELTER TRUST shall be the amount described in Paragraph H herein.

F. The CREDIT SHELTER TRUST shall be administered as follows:

1. Income Distributions. The entire net income shall be paid to or applied for the benefit of the Settlor's spouse, at least quarterly or in more frequent installments.

2. Withdrawal of 5% and \$5,000. In addition, the Trustee shall pay the spouse from the principal, such sum or sums as the spouse may request in writing, but not to exceed during any one calendar year of the trust, the sum of FIVE THOUSAND DOLLARS (\$5,000) in the aggregate; and if living on the last day of each year, to pay an additional amount by which five (5%) percent of the fair market value of such trust at the end of such calendar year exceeds the aggregate amount previously withdrawn for such year. Such annual right to request principal shall not be cumulative.

3. Upon the death of the spouse, the Trustee shall distribute the balance of the CREDIT SHELTER TRUST as then constituted as follows:

(a) FORTY PERCENT (40%) shall be distributed to ELIZABETH A. MATEUS, the Settlor's daughter, or in equal shares to HEATHER STORM, the Settlor's granddaughter, and GABRIEL AARON STORM, the Settlor's grandson, or to the survivor of them, if ELIZABETH A. MATEUS, has predeceased the Settlor.

(b) THIRTY PERCENT (30%) shall be distributed to WILLIAM P. STORM, II, the Settlor's son, or in equal shares to HEATHER STORM, the Settlor's granddaughter, and GABRIEL AARON STORM, the Settlor's grandson, or to the survivor of them, if WILLIAM P. STORM, II, has predeceased the Settlor.

(c) TWENTY PERCENT (20%) shall be distributed to HEATHER STORM, the Settlor's granddaughter, or to her lineal descendants, per stirpes, if she is deceased.

(d) TEN PERCENT (10%) shall be distributed to GABRIEL AARON STORM, the Settlor's grandson, or to his lineal descendants, per stirpes, if he is deceased, or to his sister, HEATHER STORM, if he is not survived by lineal descendants.

G. The MARITAL TRUST shall have the following terms and conditions:

1. The Trustee shall make an election to qualify the MARITAL TRUST as a "qualified Terminable Interest Property" within the meaning of IRC Section 2056(b)(7).

2. Commencing with the death of the Settlor and during the spouse's lifetime, this Trust shall be held, administered and distributed as follows:

(a) Income Distributions. The entire net income shall be paid to or applied for the benefit of the spouse, at least quarterly or in more frequent installments.

(b) Withdrawal of 5% and \$5,000. In addition, the Trustee shall pay the spouse from the principal, such sum or sums as the spouse may request in writing, but not to exceed during any one calendar year of the trust, the sum of FIVE THOUSAND DOLLARS (\$5,000) in the aggregate; and if living on the last day of each year, to pay an additional amount by which five (5%) percent of the fair market value of such trust at the end of such calendar year exceeds the aggregate amount previously withdrawn for such year. Such annual right to request principal shall not be cumulative.

(c) The Settlor's spouse may demand that the Trustee invest the Trust proceeds in productive property.

3. The Trustee shall pay to the Personal Representative of the spouse's estate, or directly to the taxing authorities, the amount certified by said Personal Representative by which estate, inheritance, or similar death taxes (but excluding any generation-skipping transfer taxes) and penalties and interest payable by reason of the spouse's death shall be increased as a result of the inclusion of the Marital Trust or part thereof, in the spouse's taxable estate upon the spouse's death.

4. Upon the death of the spouse, the Trustee shall distribute any accrued or undistributed net income of the Marital Trust to the estate of the spouse and the remaining principal shall be distributed as follows:

(a) FORTY PERCENT (40%) shall be distributed to ELIZABETH A. MATEUS, the Settlor's daughter, or in equal shares to HEATHER STORM, the Settlor's granddaughter, and GABRIEL AARON STORM, the Settlor's grandson, or to the survivor of them, if ELIZABETH A. MATEUS, has predeceased the Settlor.

(b) THIRTY PERCENT (30%) shall be distributed to WILLIAM P. STORM, II, the Settlor's son, or in equal shares to HEATHER STORM, the Settlor's granddaughter, and GABRIEL AARON STORM, the Settlor's grandson, or to the survivor of them, if WILLIAM P. STORM, II, has predeceased the Settlor.

(c) TWENTY PERCENT (20%) shall be distributed to HEATHER STORM, the Settlor's granddaughter, or to her lineal descendants, per stirpes, if she is deceased.

(d) TEN PERCENT (10%) shall be distributed to GABRIEL AARON STORM, the Settlor's grandson, or to his lineal descendants, per stirpes, if he is deceased, or to his sister, HEATHER STORM, if he is not survived by lineal descendants.

H. The CREDIT SHELTER TRUST shall be an amount equal to the largest amount if any that can pass from the Settlor's estate free from federal estate tax by reason of all available credits against such tax (provided the use of the state death tax credit does not require an increase of the state death taxes paid) allowable to the Settlor's estate but no other credit, reduced by the value of property passing outside this trust agreement (whether by the Settlor's will or otherwise) which does not qualify for the marital or charitable deduction, and after taking account of charges to principal of this trust or the Settlor's estate that are not allowed as deductions in computing the Settlor's federal estate tax. For the purposes of establishing the value of the trust estate and the amount disposed of by this paragraph the values finally fixed in the federal estate tax proceeding relating to the Settlor's estate shall be used. All assets held by the Trustee which do not qualify for the federal estate tax marital deduction shall be allocated to this trust even though such allocation may increase the value of this trust above the amount established by the above formula. The Trustee shall value assets selected for funding of this trust at their respective date of distribution values.

I. At the present time, the Settlor owns a Fifty Percent (50%) interest in the STORM ABRAMSON PROPERTIES, a Florida General Partnership. If, prior to the Settlor's death, the Settlor shall have sold, or otherwise disposed of, any part or all of his interest in such partnership, other properties owned by the Settlor at

the time of his death, having a value on such date equal to the amount realized from the sale or disposition of such partnership interest in excess of income taxes attributable to such sale, shall be conclusively deemed to be an interest in such partnership for purposes of computing the amount of the income payable to JUDITH A. STORM under paragraph H of this Article and this provision shall also apply so as to carry out the provisions of paragraph H of this Article. By this provision, it is the Settlor's intention to substitute the amount realized from the sale or disposition of any partnership interest for such interest in determining the portion of the Settlor's trust passing under this trust.

For these purposes, distribution to the Settlor from the partnership during the Settlor's lifetime that is attributable to the proceeds from the sale or refinancing of some part or all of the partnership properties, shall be deemed to be a sale or other disposition of a portion of the Settlor's partnership interest, and the amount distributed shall be the amount realized from such deemed sale or disposition.

SECOND:

ARTICLE V, Trust for Gabriel Aaron Storm, is deleted.

THIRD:

ARTICLE XII, Successor Trustee, is amended to provide that the Settlor's spouse, JUDITH A. STORM, shall act as the sole Successor Trustee with ELIZABETH A. MATEUS to be the successor to JUDITH A. STORM. In the event that ELIZABETH A. MATEUS has predeceased JUDITH A. STORM, then JUDITH A. STORM shall be authorized to appoint a successor to take the place of ELIZABETH A. MATEUS.

NOW, THEREFORE, WILLIAM P. STORM does hereby ratify, confirm and republish the original Trust as amended by the aforementioned amendment.

IN WITNESS WHEREOF, this Second Amendment of Trust has been executed on the date first above written.



WILLIAM P. STORM,
Settlor and Trustee

The foregoing Amendment of Trust was this 17th day of April, 1998 signed in our presence by the Settlor as the Settlor's own act and use, at the Settlor's request and in the Settlor's presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the above date.

K. Grantham

303 Mulberry Pl.
West Palm Beach, FL

Jane H. Chiswick

1505 Apple Way
West Palm Beach, FL

Kirk Grantham, Esq.,
1860 Forest Hill Blvd.
Suite 105
West Palm Beach, FL 33406
(561) 966-6211

PROOF OF TRUST

STATE OF FLORIDA

COUNTY OF PALM BEACH

We, WILLIAM P. STORM, Kirk Grantham and Jane H. Chesser, the Settlor and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Settlor, in the presence of the witnesses, signed the instrument as her own Second Amendment of Trust, that she signed, and that each of the witnesses, in the presence of the Settlor and in the presence of each other, signed the Second Amendment of Trust as witnesses.

William P. Storm
WILLIAM P. STORM

J. P. [Signature]
Witness

Jane H. Chesser
Witness

The foregoing instrument was acknowledged, subscribed and sworn to before me this 17th day of April, 1998 by WILLIAM P. STORM, who is personally known to me or who has produced _____ as identification, and by Kirk Grantham and Jane H. Chesser, the witnesses, who are personally known to me.



[SEAL]

TERRY R. BAUER
My Commission CC55884
Expires May, 19, 2000

Terry R. Bauer
Notary Public, State of Florida

Print or stamp name of notary public, commission number and date of expiration