

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	<u>\$2,456</u>	<u>\$7,367</u>	<u>\$4,911</u>		
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$2,456</u>	<u>\$7,367</u>	<u>\$4,911</u>		
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 1004 Dept 142 Unit 1427 Object 4610
FW19
GY10
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

W 4-21-11

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Estimate cost for FY2011 is \$2,455.60 (7,366.80/3)

OFMB N. Diaz 4/28/11
 VA 4/27/11 4/27/11 5/12/11

Armin L. Beovainz 4/29/11
 Contract Development and Control

B. Legal Sufficiency:

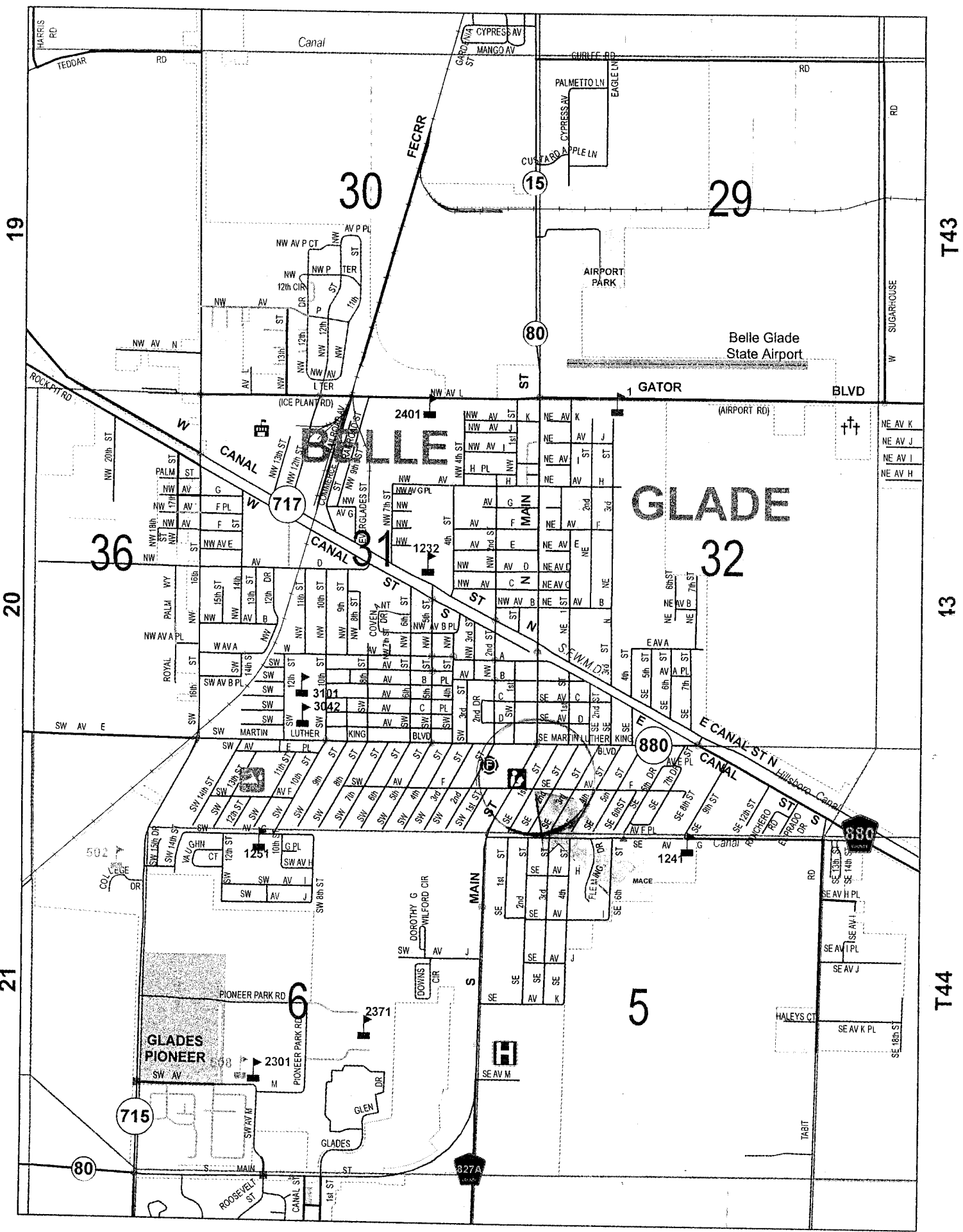
This item complies with current County policies.

H. J. L. 5/3/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.



LOCATION MAP
ATTACHMENT #1



AMENDMENT NUMBER SEVEN TO LEASE AGREEMENT

THIS AMENDMENT NUMBER SEVEN TO LEASE AGREEMENT ("Amendment Number Seven") made and entered into on _____, by and between **WALLACE K. LUTZ, SR. AND THERESA C. LUTZ, TRUSTEES OF THE WALLACE K. LUTZ, SR. REVOCABLE LIVING TRUST DATED OCTOBER 8, 1991, AND ANY AMENDMENTS THERETO**, hereinafter referred to as "Lessor" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of Palm Beach County Community Services Department, Migrant Program, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Wallace K. Lutz, Sr. and Theresa C. Lutz, his wife, the original Lessor ("Original Lessor"), and Lessee entered into that certain Lease Agreement dated April 9, 1991 (R91-437D) (the "Lease"), for the use of the Leased Premises as defined in the Lease, which includes 699 net square feet of office space at 607 South Main Street, Unit 103, Belle Glade, Florida 33430; and

WHEREAS, after execution of the Lease, Original Lessor transferred its interest in the Leased Premises to Lessor; and

WHEREAS, the Lease has been amended and extended, and the current term of the Lease expires on May 31, 2011; and

WHEREAS, the parties wish to amend the Lease to (i) approve a two (2) year extension of the term of the Lease upon the same lease terms and conditions, and (ii) incorporate certain language required by Lessee; and

WHEREAS, Lessor hereby acknowledges that Lessee is not delinquent in the payment of Rent and is not in default of any of the terms and conditions of the Lease; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the parties agree to modify the Lease as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as in the Lease.

2. The term of the Lease is hereby further extended for a period of two (2) years commencing on June 1, 2011, and expiring on May 31, 2013 (the "Extended Term").

3. Lessor represents that simultaneously with Lessor's execution of this Amendment Number Seven, Lessor has executed and delivered to Lessee, the Lessor's Disclosure of Beneficial Interests attached as Exhibit "A" hereto and made a part hereof (the "Disclosure"), disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Leased Premises as required by Section 286.23 of the Florida Statutes unless Lessor is exempt under the statute. Lessor warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Leased Premises after the date of execution of the Disclosure until the Effective Date of this Amendment Number Seven, Lessor shall immediately, and in every instance, provide written notification of such change to the Lessee pursuant to Section 8 of the Lease.

4. Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the

County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

5. This Amendment Number Seven shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

6. Except as set forth herein, the Lease as amended remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease as amended hereby.

IN WITNESS WHEREOF, Lessor and Lessee hereto have executed this Amendment Number Seven on the day and year first written above.

LESSOR:

WITNESS:

Cindy Barnes
Witness Signature

CINDY BARNES
Print Witness Name

C Wiseman
Witness Signature

Christa Wiseman
Print Witness Name

WITNESS:

Cindy Barnes
Witness Signature

CINDY BARNES
Print Witness Name

C Wiseman
Witness Signature

Christa Wiseman
Print Witness Name

By: Wallace K Lutz
WALLACE K. LUTZ, SR., as Trustee of the Wallace K. Lutz, Sr. Revocable Living Trust dated October 8, 1991, and any amendments thereto

By: Theresa C. Lutz
THERESA C. LUTZ, as Trustee of the Wallace K. Lutz, Sr. Revocable Living Trust dated October 8, 1991, and any amendments thereto

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

LESSEE:

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Karen T. Marcus, Chair

APPROVED AS TO TERMS
AND CONDITIONS

By: *RWH Audrey Wolf*
Audrey Wolf, Director
Facilities Development & Operations

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Wallace K. Lutz, Sr. and Theresa C. Lutz, hereinafter referred to collectively as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Trustee (position - i.e. trustee) of Wallace K. Lutz, Sr. and Theresa C. Lutz, Trust of the Wallace K. Lutz, Sr. Revocable Living Trust Dated October 8, 1991, And Any Amendments Thereto (name of the trust), (the "Lessor") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 607 S. Main Street, Suite 107
Belle Glade, FL 33430

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Lessor and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Wallace K. Lutz, Sr., Affiant
Print Name: Wallace K. Lutz, Sr.

Theresa C. Lutz, Affiant
Print Name: Theresa C. Lutz

The foregoing instrument was sworn to, subscribed and acknowledged before me this 24th day of March, 2011, by Wallace K. Lutz, Sr. and Theresa C. Lutz [x] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Cindy P. Barnes
Notary Public
CINDY P. BARNES
(Print Notary Name)



NOTARY PUBLIC

EXHIBIT "A"

Legal Description: Lot 4, less the South 8 feet, and all of Lots 1, 2 and 3, Block 4, REPLAT OF HOLLOWAY ADDITION TO BELLE GLADE, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 18, Page 16 of the Public Records of Palm Beach County, Florida, LESS AND NOT INCLUDING, the West 17 feet thereof, measured at right angles to the West Lot lines, for the right-of-way of State Road 80 (South Main Street), as described in Warranty Deed recorded in OR Book 4070, page 1076.

Parcel Control Number: 04-37-43-41-05-004-0010

Address: 607 South Main Street, Belle Glade, FL 33430



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2011

PRODUCER Ricky Redish Insurance Agency 306 Bond St Clewiston, FL 33440 863-983-3133	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE Penn America	NAIC#
INSURED W.K. & Teresa Lutz Wallace K. Lutz, as Trustee of the Wallace K. Lutz, Sr. Revocable Trust Dated Oct 8, 1991 607 Main St, Belle Glade FL 33430	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC6603974	6/5/10	6/5/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Palm Beach County BOCC
Property & Real Estate Management
 Attn: Director
 2633 Vista Pkwy
 West Palm Beach, FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kousten Gurek

ACORD25(2009/01)

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BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 1/26/2011 REQUESTED BY: Steven K. Schlamp, PHONE: 233-0239
 Prop. Spec., PREM FAX: 233-0210

PROJECT TITLE: Comm Svcs Migrant Program Amend 7 PROJECT NO.: 2010-5.024

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	<u>2,455.60</u>	<u>7,366.80</u>	<u>4,911.20</u>		
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>2,455.60</u>	<u>7,366.80</u>	<u>4,911.20</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER

FUND: 1004 DEPT: 142 UNIT: 1427 OBJ: 4610 FW19 QY10
 SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES NO

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: _____)
- Non-Ad Valorem (source/type: _____)
- Grant (source/type: Dept. of Education)
- Park Improvement Fund (source/type: _____)
- General Fund Operating Budget Federal/Davis Bacon
- _____ _____ _____

SUBJECT TO IG FEE? YES NO

Department: Community Services

BAS APPROVED BY: Jayung Malhotra DATE: 3/7/11

ENCUMBRANCE NUMBER:

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Wallace K. Lutz, Sr. and Theresa C. Lutz, hereinafter referred to collectively as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Trustee (position - i.e. trustee) of Wallace K. Lutz, Sr. and Theresa C. Lutz, Trustee of the Wallace K. Lutz, Sr. Revocable Living Trust Dated October 8, 1991, And Any Amendments Thereto (name of the trust), (the "Lessor") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

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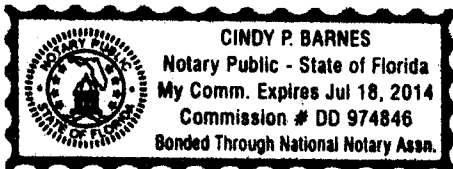
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Wallace K. Lutz Sr, Affiant
Print Name: Wallace K. Lutz, Sr.

Theresa C. Lutz, Affiant
Print Name: Theresa C. Lutz

The foregoing instrument was sworn to, subscribed and acknowledged before me this 24th day of March, 2011, by Wallace K. Lutz, Sr. and Theresa C. Lutz [x] who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Cindy P. Barnes
Notary Public
CINDY P. BARNES
(Print Notary Name)

NOTARY PUBLIC

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Legal Description: Lot 4, less the South 8 feet, and all of Lots 1, 2 and 3, Block 4, REPLAT OF HOLLOWAY ADDITION TO BELLE GLADE, City of Belle Glade, Palm Beach County, Florida, as recorded in Plat Book 18, Page 16 of the Public Records of Palm Beach County, Florida, LESS AND NOT INCLUDING, the West 17 feet thereof, measured at right angles to the West Lot lines, for the right-of-way of State Road 80 (South Main Street), as described in Warranty Deed recorded in OR Book 4070, page 1076.

Parcel Control Number: 04-37-43-41-05-004-0010

Address: 607 South Main Street, Belle Glade, FL 33430

**THE WALLACE K. LUTZ, SR. REVOCABLE
LIVING TRUST
DATED OCTOBER 8, 1991**

Restatement dated April 7, 2006

PREPARED BY

CRAIG R. HERSCH

SHEPPARD, BRETT, STEWART, HERSCH AND KINSEY, P.A.

ESTATE PLANNING AND ADMINISTRATION

9100 COLLEGE POINTE COURT

FORT MYERS, FLORIDA 33919

TELEPHONE: (239) 334-1141

FAX: (239) 334-3965

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The Wallace K. Lutz, Sr. Revocable Living Trust

Article One Establishing My Trust

On October 8, 1991, I established the Wallace K. Lutz, Sr. Revocable Living Trust, wherein I reserved the right to amend the trust agreement, in whole or in part. On this day, April 24th, 2002, I now exercise my power to amend that agreement, in its entirety, so that after amendment, the Wallace K. Lutz, Sr. Revocable Living Trust states as follows:

The parties to this restated agreement are Wallace K. Lutz, Sr. (the "Settlor") and Wallace K. Lutz, Sr. and Theresa C. Lutz (collectively, my "Trustee").

Section 1.01 Identifying My Trust

My trust may be referred to as "Wallace K. Lutz, Sr. and Theresa C. Lutz, Trustees of the Wallace K. Lutz, Sr. Revocable Living Trust dated October 8, 1991, and any amendments thereto."

For the purpose of transferring property to my trust, or identifying my trust in any beneficiary or pay-on-death designation, any description referring to my trust shall be effective if it reasonably identifies my trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties on Affidavit or Certification of Trust

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of my Trustee or the powers held by my Trustee. To protect the confidentiality of this agreement, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust. The affidavit or certification may include pertinent pages from this agreement, such as title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in the affidavit or certification of trust. A third party relying upon an affidavit or certification of trust shall be exonerated from any liability for actions the third party takes or fails to take in reliance upon the representations contained in the affidavit or certification of trust. A third party dealing with my Trustee shall not be required to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.

Section 1.03 Transferring Property to My Trust

Any person or entity may transfer property of any kind, nature and description to my trust in any manner authorized by law.

Wallace K. Lutz, Sr. Revocable Living Trust

WKL

Article Three Trustee Succession Provisions

Section 3.01 **Resignation of a Trustee**

A Trustee may resign by giving notice to me. If I am deceased, a resigning Trustee shall give notice to the income beneficiaries of the trust and to any other Trustee then serving.

Section 3.02 **Trustee Succession During My Lifetime**

During my lifetime, this Section shall govern the removal and replacement of my Trustees.

(a) **Removal and Replacement by Me**

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me or appoint a successor Trustee.

(b) **During My Incapacity**

During any time that I am incapacitated, my wife shall serve as my Trustee. If my wife is unable to serve for any reason, Wallace K. Lutz, Jr. shall serve as my successor Trustee.

If I am incapacitated, my wife, or if she is also incapacitated or deceased, a majority of my children may remove any Trustee with or without cause.

If I am incapacitated and there is no named successor Trustee, my wife shall appoint an individual or corporate fiduciary to serve as my successor Trustee. If my wife is incapacitated or deceased, a majority of my children shall appoint my successor Trustee.

All appointments, removals and revocations shall be by signed written instrument.

Notice of removal shall be delivered to the Trustee being removed and shall be effective in accordance with the provisions of the notice.

Notice of appointment shall be delivered to and accepted by the successor Trustee and shall become effective at that time. A copy of the notice shall be attached to this agreement.

Section 3.03 **Trustee Succession After My Death**

After my death, this Section shall govern the removal and replacement of my Trustees.

(a) **Successor Trustees**

I appoint the following to serve as my successor Trustee upon my death, in the order named, replacing any then serving Trustee:

Theresa C. Lutz and then

Wallace K. Lutz, Jr.

(b) **Trustees of the Separate Trusts**

The primary beneficiary of a separate trust created under this agreement may, upon attaining the age of 30, appoint himself or herself as a Co-Trustee of his or her separate

trust to serve with the then serving successor Trustee. Upon attaining the age of 35 the primary beneficiary may serve as the sole Trustee of his or her separate trust.

At any time a beneficiary is serving as a Trustee of his or her trust before attaining the age of 35, there must be at least one other Trustee serving with the beneficiary. If a Trustee vacancy occurs and no designated successor Trustee is available to serve, the vacancy shall be filled as provided in subsection (e) of this Section.

If the interest of a beneficiary will be merged into a life estate or an estate for years because the beneficiary is serving as sole Trustee, the beneficiary shall appoint a Co-Trustee to avoid such merger. Similarly, if the interest of a beneficiary becomes, or is likely to become, subject to the claims of any creditor or to legal process as a result of serving as sole Trustee the beneficiary shall appoint an Independent Trustee to serve as Co-Trustee.

(c) Appointment of Successor Trustees by My Wife

My wife may appoint the current or successor Trustees for any trust created under this agreement. She may amend or revoke any such appointment.

(d) Removal of a Trustee

My wife may remove a Trustee of any trust created under this agreement, with or without cause at any time.

If my wife is unable to act, a majority of the income beneficiaries of any trust created under this agreement may remove a Trustee of the trust, with or without cause at any time.

The right to remove a Trustee under this subsection shall not be deemed to grant to the person holding that right any of the powers of that Trustee.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

(e) Default of Designation

If the office of Trustee of a trust created under this agreement is vacant and no designated successor Trustee is able and willing to act as Trustee, my wife shall appoint an individual or corporate fiduciary as successor Trustee. If my wife is unable or unwilling to act, a majority of the income beneficiaries of the trust shall appoint an individual or corporate fiduciary as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making such appointment, the court shall not thereby acquire any jurisdiction over the trust, except to the extent necessary for making the appointment.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

WKL

Section 3.04 Notice of Removal and Appointment

Notice of removal shall be in writing and shall be delivered to the Trustee being removed, along with any other Trustees then serving. The notice of removal shall be effective in accordance with its provisions.

Notice of appointment shall be in writing and shall be delivered to the successor Trustee and any other Trustees then serving. The appointment shall become effective at the time of acceptance by the successor Trustee. A copy of the notice shall be attached to this agreement.

Section 3.05 Appointment of a Co-Trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. A Co-Trustee so named shall serve only as long as the Trustee who appointed such Co-Trustee serves (or, if such Co-Trustee was named by more than one Trustee acting together, by the last to serve of such Trustees), and such Co-Trustee shall not become a successor Trustee upon the death, resignation, or incapacity of the Trustee who appointed such Co-Trustee, unless so appointed under the terms of this agreement. The Trustee appointing a Co-Trustee may revoke the appointment at any time with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this agreement as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

Such corporate fiduciary shall:

Have a combined capital and surplus of at least Three Million Dollars; or

Maintain in force a policy of insurance with policy limits of not less than Three Million Dollars covering the errors and omissions of my Trustee with a solvent insurance carrier licensed to do business in the state in which my Trustee has its corporate headquarters; or

Have at least Two Hundred Fifty Million Dollars in assets under management.

Section 3.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, it shall not be necessary for the incapacitated Trustee to resign as Trustee. For Trustees other than me, a written declaration of incapacity by the Co-Trustee, if any, or, if none, by the party designated to succeed the incapacitated Trustee, if made in good faith, will terminate the trusteeship.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this agreement is unwilling or unable to act with respect to any trust property or any provision of this agreement, the Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to such property or with respect to such provision. The Independent Special Trustee appointed shall not be related or subordinate to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code. The Trustee may revoke any such appointment at will.

WKL

An Independent Special Trustee shall exercise all fiduciary powers granted by this agreement unless expressly limited elsewhere in this agreement or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation shall be effective in accordance with the terms of the notice.

Section 3.09 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this agreement, whether corporate or individual, shall have all of the title, rights, powers and privileges granted to the initial Trustees named under this agreement. In addition, each successor Trustee shall be subject to all of the restrictions imposed upon, as well as all obligations and duties, both discretionary and ministerial, given to the initial Trustees named under this agreement.

WKL

I have executed this restated Living Trust Agreement on this April 7, 2006. I certify that I have read this restated Living Trust Agreement, that I understand it, and that it correctly states the provisions under which my trust property is to be administered and distributed by my Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this Revocable Living Trust Agreement, at Fort Myers, Florida, this April 7, 2006

W.K. Lutz
Wallace K. Lutz, Sr., Settlor/Trustee

Theresa C. Lutz
Theresa C. Lutz, Trustee

The foregoing instrument was subscribed, sealed, published and declared by the above-named Settlor/Trustee to be the Trust of said Settlor/Trustee in our presence, and we, at the Settlor/Trustee's request, and in the Settlor/Trustee's presence, and in the presence of each other, have hereunto subscribed our names as witnesses at the place and on the date last above mentioned.

Katina Edwards RESIDING AT 9100 College Pointe Court, Fort Myers,
Florida 33919 (239) 334-1141
KATINA EDWARDS

Print Name

Amy M. Bias RESIDING AT 9100 College Pointe Court, Fort Myers,
Florida 33919 (239) 334-1141
AMY M. BIAS

Print Name

STATE OF FLORIDA

)

)ss.:

COUNTY OF LEE

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I, WALLACE K. LUTZ, SR., declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my Revocable Trust.

Wallace K. Lutz, Sr.

Wallace K. Lutz, Sr., Settlor/Trustee

We, KATINA EDWARDS and AMY M. BIAS, have been sworn by the officer signing below, and declare to that officer on our oaths that the Settlor/Trustee declared the instrument to be the Settlor/Trustee's trust and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlor/Trustee and of each other.

Katrina Edwards
WITNESS

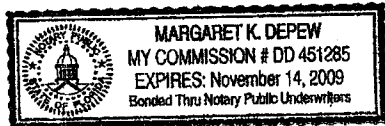
Amy M. Bias
WITNESS

Acknowledged and subscribed before me by the Settlor/Trustee, Wallace K. Lutz, Sr., who is personally known to me or who has produced Driver's License # DIA as identification, and sworn to and subscribed before me by the witnesses, KATINA EDWARDS who is personally known to me, and AMY M. BIAS who is personally known to me, and subscribed by me in the presence of the Settlor/Trustee and the subscribing witnesses, all on April 7, 2002

[Signature]

NOTARY PUBLIC, State of Florida

My commission expires: _____



Wallace K. Lutz, Sr. Revocable Living Trust