

Law Office of Andrew W. Rosin, P.A.
1834 Main Street
Sarasota, Florida 34236

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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#1299959

THIS INSTRUMENT PREPARED BY/RETURN TO:
MICHELLE LAJOIE HERMEY, ESQ.
FERGESON, SKIPPER, SHAW,
KEYSER, BARON & TIRABASSI, P.A.
P.O. BOX 3018
SARASOTA, FL 34230
FILE NO: 12917/24557




TRUST AFFIDAVIT

RETURN TO >

BEFORE ME, the undersigned authority, personally appeared **LARRY GEIMER, AS SUCCESSOR TRUSTEE OF THE A. MERLE CLARK GLUECK TRUST DATED FEBRUARY 26, 1993, AS AMENDED AND RESTATED JANUARY 30, 2007**, (the "Affiant") who being duly sworn, depose and state as follows:

1. That **LARRY GEIMER** is the Successor Trustee (the "Trustee") of the **A. MERLE CLARK GLUECK TRUST DATED FEBRUARY 26, 1993, AS AMENDED AND RESTATED JANUARY 30, 2007** ("Trust Agreement"), as evidenced by excerpts from the Trust Agreement attached hereto as **Exhibit "A"**.
2. The Trust Agreement has been in full force and effect and has not been modified or amended.
3. The Trust Agreement is currently in full force and effect and the Trustees have full power and authority to purchase, mortgage and sell real property and convey assets of the Trust, as evidenced by excerpts from the Trust Agreement attached hereto as **Exhibit "B."**
4. The Trust Agreement does not prohibit the transfer of the following described property to **BLUE LUNA PROPERTIES, LLC**, a Florida limited liability company: See **Exhibit "C"** attached hereto
5. That Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State for falsely swearing to statements made in an instrument of this nature.

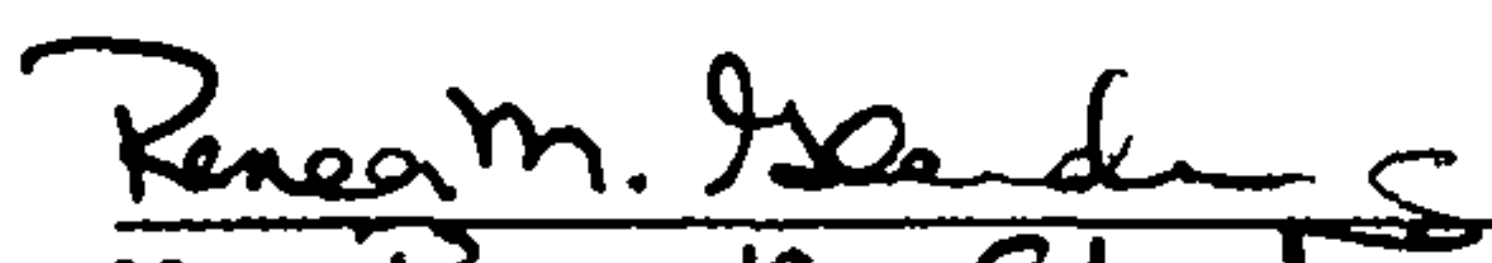
FURTHER AFFIANT SAYETH NOT.



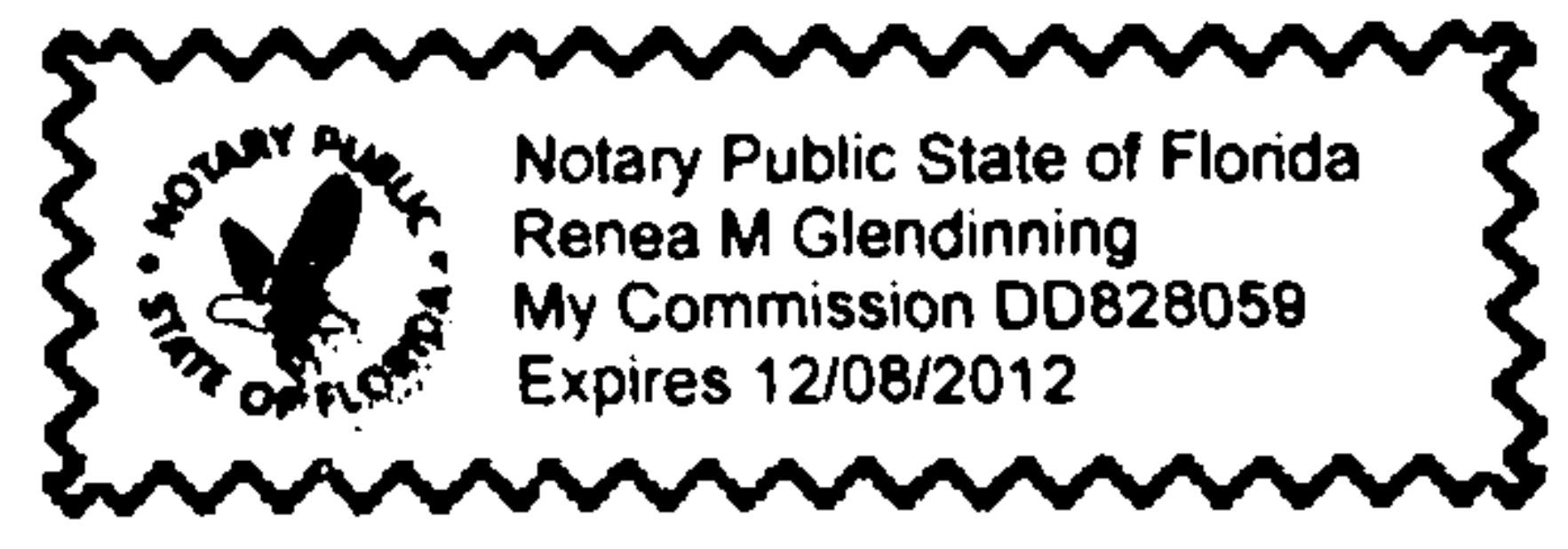
**LARRY GEIMER, as Successor
Trustee aforesaid**

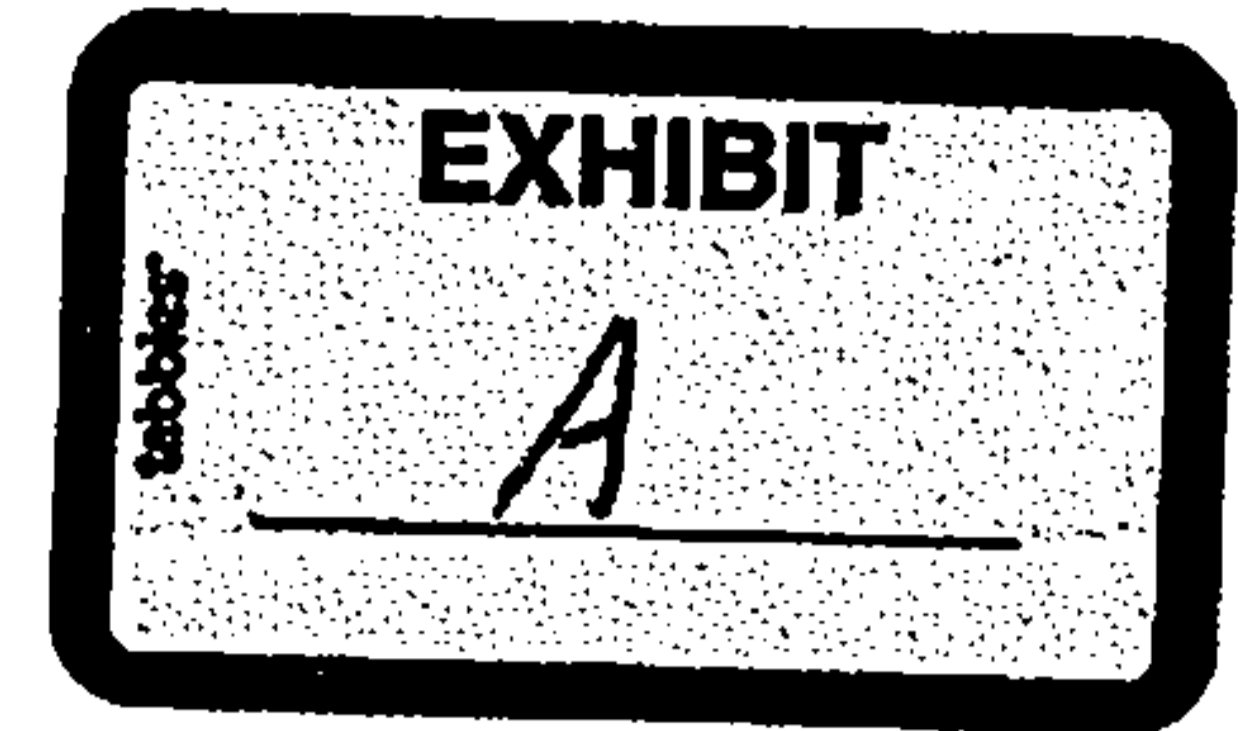
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on June 28, 2010, by **LARRY GEIMER, as Successor Trustee of the A. MERLE CLARK GLUECK TRUST DATED FEBRUARY 26, 1993, AS AMENDED AND RESTATED JANUARY 30, 2007**, who is personally known to me or who has produced _____ as identification.



Name: Renea M. Glendinning
Serial Number (if any) DD 628059
Commission Expiration Date 12/8/12





NINTH AMENDMENT TO AND RESTATEMENT OF THE
A. MERLE CLARK GLUECK
REVOCABLE TRUST AGREEMENT

On February 26, 1993, I, A. MERLE CLARK GLUECK, executed a certain Revocable Trust Agreement wherein I reserved the right at any time or times during my lifetime by instrument in writing to amend or revoke the trust agreement in whole or in part.

On March 7, 1994, November 3, 1994, August 7, 1996, September 17, 1998, August 23, 2000, December 20, 2001, April 25, 2002 and August 28, 2002, I amended the trust agreement.

I hereby further amend the trust agreement, as amended, in its entirety as hereinafter provided.

ARTICLE 1. - Introduction

The trust assets consist of all assets in the trust as of this date and such other assets as I may transfer to the trustee, or which the trustee shall receive and accept from other sources, including my estate, and any other assets substituted therefor or added thereto. If an addition is made by will, the trustee shall accept the statement of the personal representative that the assets delivered to the trustee constitute all of the property to which the trustee is entitled without inquiring into the personal representative's administration or accounting. This trust may be referred to as "THE A. MERLE CLARK GLUECK REVOCABLE TRUST."

ARTICLE 2. - Revocation

2.1) I reserve the right to revoke this agreement at any time without anyone's consent and without providing any reason. Revocation shall be by notice in writing to the trustee specifying the date of revocation.

2.2) I reserve the right to alter or amend this agreement at any time, in whole or in part, without anyone's consent, except that this agreement shall not be amended to increase the duties or responsibilities of any trustee then serving without such trustee's consent. Any amendment to this trust agreement must be in writing and executed by me and delivered to and accepted by the trustee.

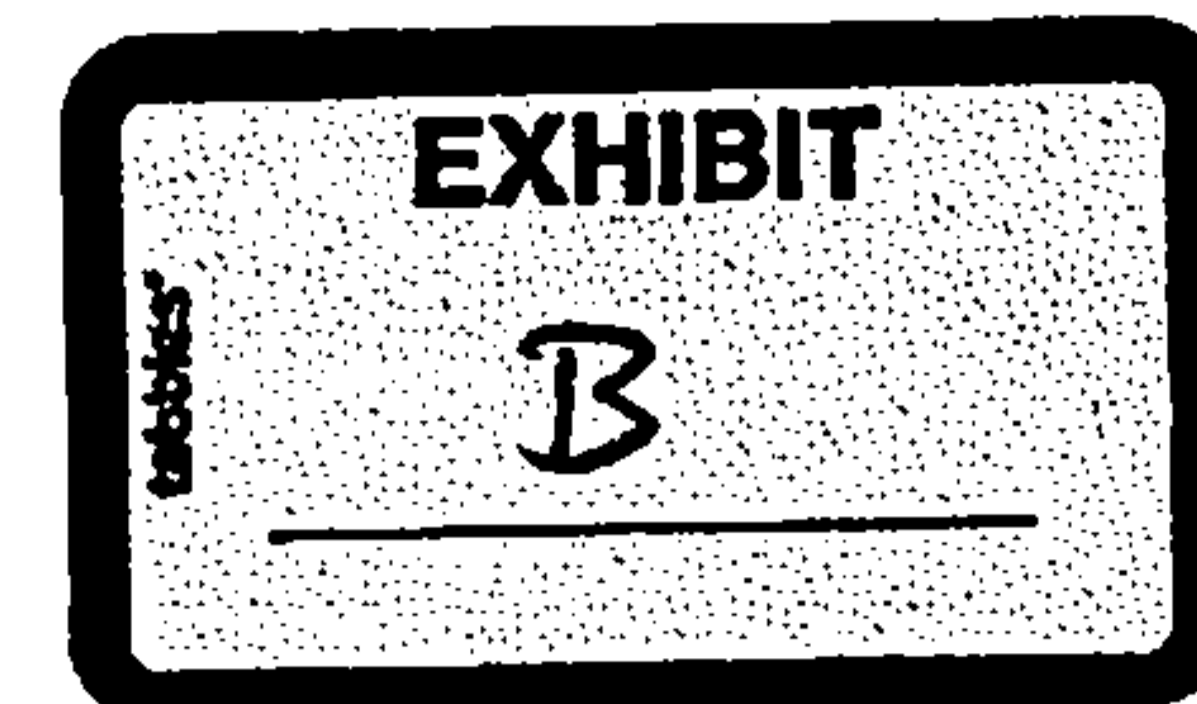
2.3) The rights herein reserved to me to revoke and amend this agreement are declared to be personal rights exercisable by me alone and not by any other person, including an attorney-in-fact or court appointed guardian.

ARTICLE 3. - Trustee

3.1) I shall be the trustee of this trust. If I shall die, become incapacitated, resign or for any reason cease to serve as trustee, I appoint my friend and accountant, LARRY GEIMER, of Sarasota, Florida, as successor trustee hereunder.

3.2) Any trustee may resign as trustee of any trust hereunder at any time by written notice to each beneficiary then entitled to receive or have the benefit of the income from the trust. If any trustee acting or appointed to act hereunder shall refuse or fail to qualify or if after qualifying shall die, become incapacitated, resign or for any reason cease to serve as trustee of any trust hereunder, and if no successor trustee appointed in paragraph 3.1 above is willing and able to serve, the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust may appoint a successor trustee, but no beneficiary or person legally obligated to a beneficiary under the age of 30 years shall be so appointed.

3.3) Except as provided in paragraph 2.3, the guardian or conservator of the estate of a beneficiary under legal disability, or the parents or surviving parent of a minor beneficiary for



8.5) For convenience of administration or investment, the trustee may hold the several trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them. Furthermore, the trustee may merge any trust established hereunder with any trust established by me or any other person, provided the beneficiary or beneficiaries and their respective interests under the trusts to be merged are substantially the same and notwithstanding the fact that the administrative provisions of the various trusts and the trustees may be different.

8.6) The Florida legislature recognizes that the duties and responsibilities of a trustee may be unfamiliar to many people. To encourage trustees to seek professional advice in the administration of trusts, the legislature now requires the following notice to appear in all trust agreements: *The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions you should obtain legal advice.*

8.7) The trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

A. To retain any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, and to invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures, limited partnership interests, shares of registered investment companies and real estate investment trusts, or other property of any kind, real or personal, domestic or foreign, and to maintain cash and margin accounts for the foregoing purposes; the trustee may retain or make any investment without liability, even though it is not of a type, quality, marketability or diversification considered proper for trust investments.

B. To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the trust relationship.

C. To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or

regulation adversely affecting either the company or the trustee's ability to retain or vote company securities, shall be voted as directed by me if living, otherwise by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights, to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor.

D. To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust.

E. To borrow money from any lender, including a trustee hereunder individually, extend or renew any existing indebtedness and mortgage or pledge any property in the trust.

F. To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof, and to sell covered call options, from time to time for such price and upon such terms as the trustee sees fit.

G. To employ banks, brokers, custodians, investment counsel or managers and other agents and to delegate to them duties, rights and powers of the trustee, including but not limited to the discretionary authority to make purchases and sales of any investments otherwise authorized herein for the trustee.

H. To employ attorneys, accountants and other professionals and to compensate them for services rendered in accordance with their respective schedules of fees at the time the services are rendered; further, each trustee is authorized to hire such professional advisors at the expense of the trust as the trustee deems necessary or advisable to protect the trustee's interests while serving as trustee.

I. To compromise, contest, prosecute or abandon claims in favor of or against the trust.

J. To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary.

K. To deal with, purchase assets from, or make loans to the fiduciary of my estate or any other estate or trust in which any beneficiary under this agreement has an interest, though a trustee hereunder is the fiduciary, and to retain any assets or loans so acquired, although not of a type, quality, marketability or diversification considered proper for trust investments; to deal with a corporate trustee hereunder individually or a parent or affiliate company.

L. To determine in cases not covered by statute or otherwise in this agreement the allocation of receipts and disbursements between income and principal, except that (i) any income earned after death in an individual account in any employee benefit plan or individual retirement plan shall be income and (ii) reserves for depreciation shall be established out of income only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement or replacement of trust property which the trustee deems advisable.

M. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election.

IN WITNESS WHEREOF, I, A. MERLE CLARK GLUECK, individually and as trustee,
have signed and sealed this instrument on 1/30, 2007.

A. Merle Clark Glueck (SEAL)
A. MERLE CLARK GLUECK
INDIVIDUALLY AND AS TRUSTEE

We certify that the above instrument was on the date thereof signed, sealed and declared
by A. MERLE CLARK GLUECK as the Ninth Amendment to and Restatement of her
Revocable Trust Agreement in our presence and that we, in her presence and in the presence of
each other, have signed our names as witnesses thereto, believing her to be of sound mind at the
time of signing.

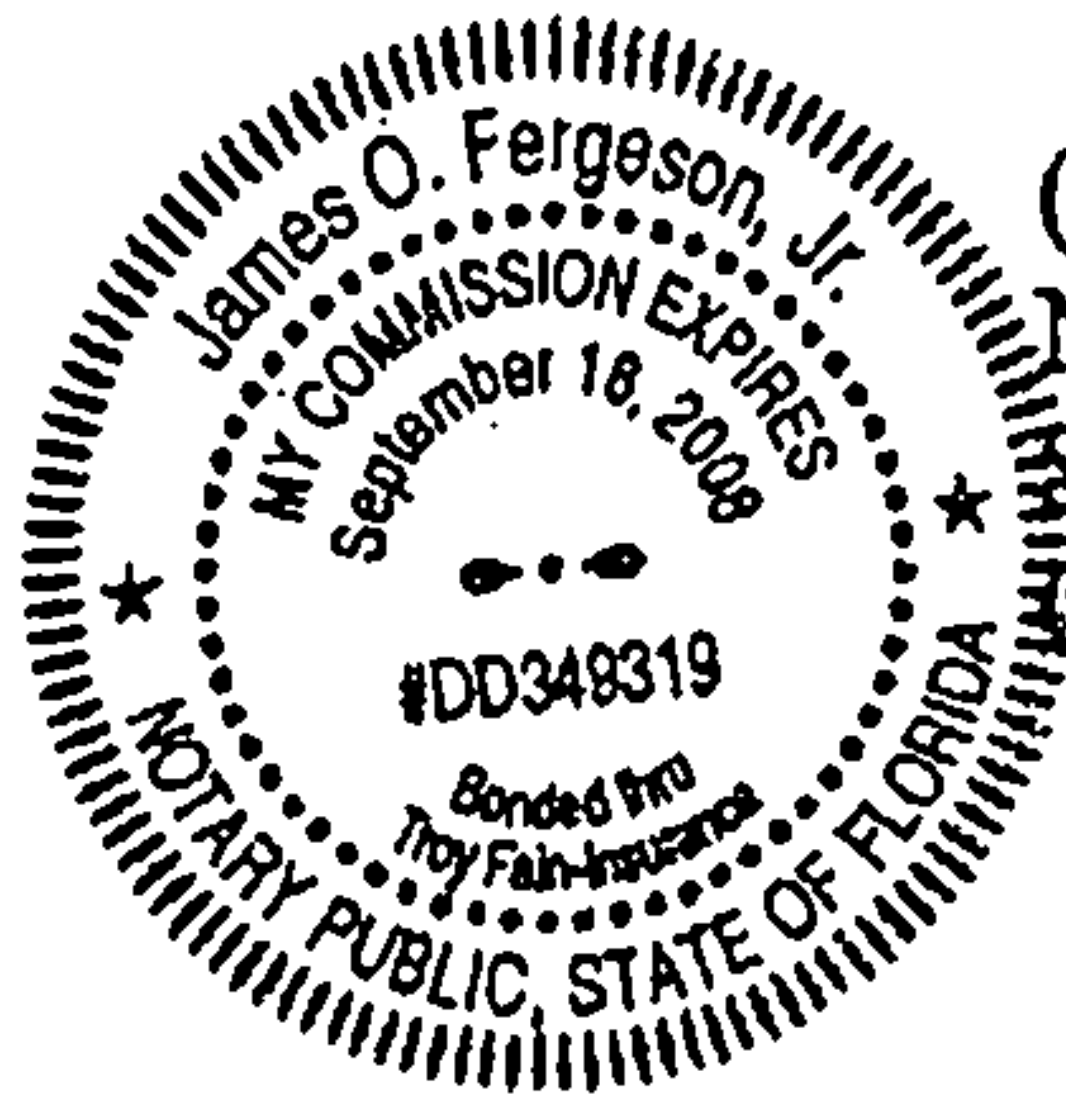
Jasper McLeod Residing at Bradenton, Florida.

Synthia S. Howard Residing at Dallavest, Florida.

STATE OF FLORIDA

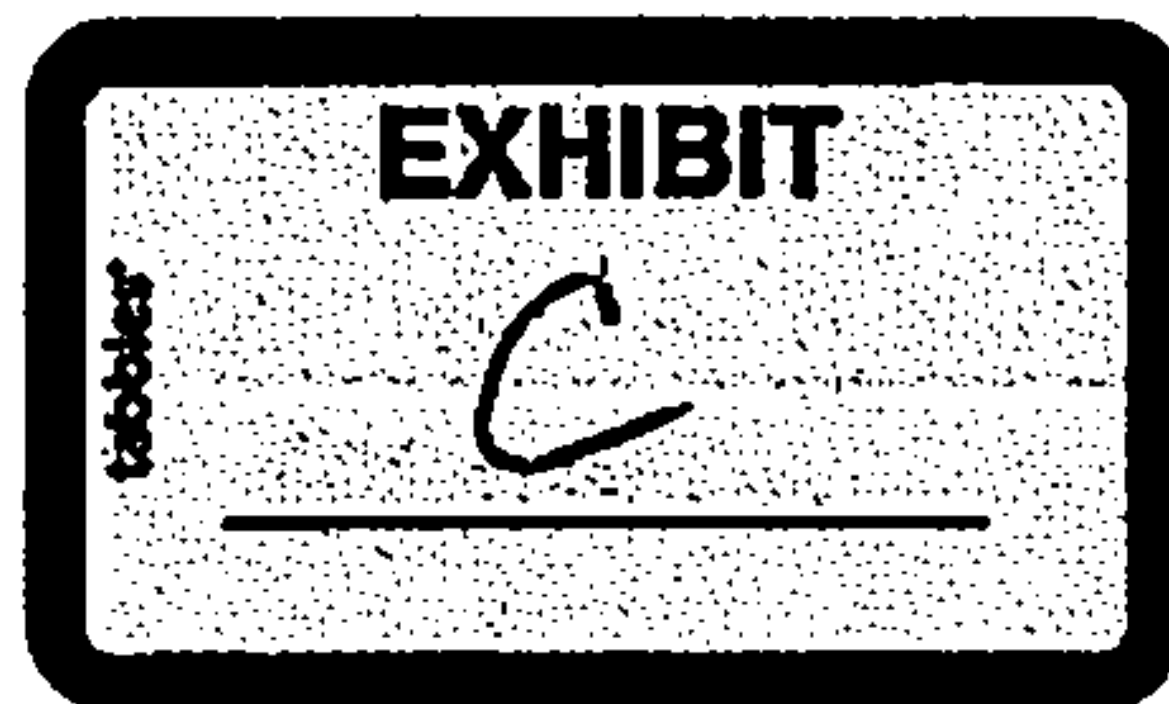
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on 11/30, 2007, by
A. MERLE CLARK GLUECK, who is personally known to me or who has produced
_____ as identification.



JAMES O. FERGESON, JR.
(Print or stamp name)
Notary Public
Serial Number (if any): _____
Commission Expiration Date: _____

This instrument prepared by:
JAMES O. FERGESON, JR.
FERGESON, SKIPPER, SHAW, KEYSER,
BARON & TIRABASSI, P.A.
1515 Ringling Boulevard, 10th Floor
P. O. Box 3018
Sarasota, Florida 34230
(941) 957-1900
371249



Parcel 1

The Southeast 1/4 of the Southeast 1/4 West of Railroad in Section 35, Township 37 South, Range 18 East, Sarasota County, Florida.

LESS that portion of the above described property conveyed by Warranty Deed, dated October 18, 1990 and recorded in Official Records Book 2270, Page 1802, of the public records of Sarasota County, Florida.

Parcel 2

A tract of land lying in the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 37 South, Range 18 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of said Section 35; thence N. 03° 30' 07" E., along the Westerly line of said Section 35, a distance of 24.05 feet to a point lying 24 feet Northerly of and parallel with the Southerly line of said Section 35; (the following two calls are along said parallel line); thence N. 89° 47' 52" E., a distance of 2667.77 feet; thence N. 89° 52' 00" E., a distance of 1335.14 feet to the Westerly line of the Southeast 1/4 of the Southeast 1/4 of said Section 35; thence N. 03° 49' 46" E., along said Westerly line a distance of 1208.41 feet to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 35; thence N. 89° 59' 10" E., along the Northerly line of the Southeast 1/4 of the Southeast 1/4 of said Section 35, a distance of 24.32 to the Point of Beginning, said point being a point on the top of bank of an existing ditch; thence continuing N. 89° 59' 10" E., along said Northerly line a distance of 602.03 feet to its intersection with the Westerly right of way line of premises conveyed by Adrian C. Honore to Seaboard Airline Railway by Right of Way Deed, dated November 5, 1910, recorded in Deed Book 23, Page 127, of the public records of Sarasota County, Florida; thence N. 11° 46' 43" W., along said Westerly line a distance of 102.17 feet to its intersection with a line running along the Northerly line of the top of bank of the aforementioned ditch; (the following two lines are along the Northerly and Westerly line of the top of bank of said ditch); thence S. 89° 59' 10" W., a distance of 578.16 feet; thence S. 01° 43' 37" W., a distance of 100.07 feet to the Point of Beginning.