

D12000000010

(Requestor's Name)

Callender  
4953 Sabal Lake Circle  
Sarasota, FL 34238

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

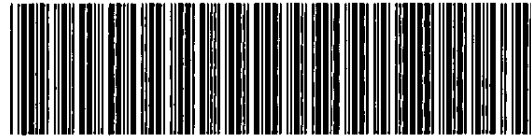
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Special Instructions to Filing Officer:

Office Use Only

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W12000000550



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TALLAHASSEE, FLORIDA



gr 1/25/12



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

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TALLAHASSEE, FLORIDA

January 4, 2012

CALLENDER  
4953 SABAL LAKE CIRCLE  
SARASOTA, FL 34238

SUBJECT: CALLENDER FAMILY TRUST  
Ref. Number: W12000000550

We have received your document for CALLENDER FAMILY TRUST and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

We need the actual trust. *ENCLOSED*

The document must contain a registered agent with a Florida street address and a signed statement of acceptance. (i.e. I hereby am familiar with and accept the duties and responsibilities of Registered Agent.)

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6973.

Claretha Golden  
Regulatory Specialist II  
New Filing Section

Letter Number: 812A00000174

*See #4 in offered document  
any questions  
call 941-330-4407  
JHK*

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TALLAHASSEE, FLORIDA

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

CALLENDER FAMILY TRUST DATED DEC

1,2009

A \_\_\_\_\_ 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 CALLENDER FAMILY TRUST, a <sup>as above</sup>  
(Name of Trust)

CALIFORNIA Trust hereby affirms in order to file or qualify  
(State)

CALLENDER FAMILY TRUST in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 4953 SABAL LAKE CIR.  
SARASOTA, FLORIDA 34238

3. The registered agent and street address in the State of Florida is:

ROBERT CALLENDER 4953 SABAL LAKE CIR.  
SARASOTA, FLORIDA 34238

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.

[Signature]  
(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.



Name: ROBERT CALLENDER State of Florida  
Chairman of the Board of Trustees County of Sarasota

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

Sworn to and subscribed before me on  
the 14 day of June, 2011

Notary Public's Signature  
My Commission Expires

## REVOCABLE LIVING TRUST

Known As: The Callender Family Trust dated December 1, 2009

I.

Agreement made and executed this 1<sup>st</sup> day of December, 2009, by and between Robert J. Callender, Jr. and Leslie D. Callender, hereinafter referred to as the Settlor, and Robert J. Callender, Jr. and Leslie D. Callender, hereinafter referred to as the Trustees.

Settlor desires to create a revocable trust of the property described in Schedule A hereto annexed, together with such monies, and other assets as the Trustees may hereafter at any time hold or acquire hereunder (hereinafter referred to collectively as the "Trust Estate") for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the Settlor agree to execute such further instruments as shall be necessary to vest the Trustees with full title to the property, and the Trustees agree to hold the Trust Estate, IN TRUST, NEVERTHELESS, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

The Trustees shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

1. During the lifetime of the Settlor, the Trustees shall pay to or apply for the benefit of the Settlor all the net income from the Trust.
2. During the lifetime of the Settlor, the Trustees may pay to or apply for the benefit of the Settlor such sums from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Settlor, taking into consideration to the extent the Trustees deem advisable, any other income or resources of the Settlor known to the Trustees.
3. The Settlor may at any time during his and her lifetime and from time to time, withdraw all or part of the principal of this Trust, free of trust, by delivering an instrument in writing duly signed by him and her to the Trustees, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustees shall thereupon convey and deliver to the Settlor, free of trust, the property described in such instrument.
4. In the event that the Settlor are adjudicated to be incompetent or in the event that the Settlor are not adjudicated incompetent, but by reason of illness or mental or physical disability are, in the opinion of the Trustees, unable to properly handle his and her own affairs, then and in that event the Trustees may during the Settlor's lifetime, in addition to the payments of income and principal for the benefit of the Settlor, pay to or apply for the benefit of the

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Settlors' spouse, and of any one or more of Settlers' minor children, such sums from the net income and from the principal of this Trust in such shares and proportions as in its sole discretion it shall determine to be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Settlers' said spouse and children taking into consideration to the extent the Trustees deem advisable, any other income or resources of the Settlers' said spouse and minor children known to the Trustees.

5. The interests of the Settlers shall be considered primary and superior to the interests of any beneficiary.

## II.

The Settlers reserve and shall have the exclusive right any time and from time to time during his and her lifetime by instrument in writing signed by the Settlers and delivered to the Trustees to modify or alter this Agreement, in whole or in part, without the consent of the Trustees or any beneficiary provided that the duties, powers and liabilities of the Trustees shall not be changed without his and her consent; and the Settlers reserve and shall have the right during his and her lifetime, by instrument in writing, signed by the Settlers and delivered to the Trustees, to cancel and annul this Agreement without the consent of the Trustees or any beneficiary hereof. Settlers expressly reserve the right to appoint successor trustees, replace present trustees and change the beneficiaries or the rights to property due any beneficiary.

## III.

In addition to any powers granted under applicable law or otherwise, and not in limitation of such powers, but subject to any rights and powers which may be reserved expressly by the Settlers in this Agreement, the Trustees are authorized to exercise the following powers to the Trustees' sole and absolute discretion.

1. To hold and retain any and all property, real, personal, or mixed, received from the Settlers' estate, or from any other source, regardless of any law or rule of court relating to diversification, or non-productivity, for such time as the Trustees shall deem best, and to dispose of such property by sale, exchange, or otherwise, as and when they shall deem advisable; not withstanding this provision or any other contained herein.

2. To sell, assign, exchange, transfer, partition and convey, or otherwise dispose of, any property, real, personal or mixed, which may be included in or may at any time become part of the Trust Estate, upon such terms and conditions as deemed advisable, at either public or private sale, including options and sales on credit and for the purpose of selling, assigning, exchanging, transferring, partitioning or conveying the same, to make, execute, acknowledge, and deliver any and all instruments of conveyance, deeds of trust, and assignments in such form and with such warranties and covenants as they may deem expedient and proper; and in the event of any sale, conveyance or other disposition of any Trust Estate, the purchaser shall not be obligated in any way to see the application of the purchase money or other consideration passing in connection therewith.

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STATE  
COUNTY

3. To lease or rent and manage any or all of the real estate, which may be included in or at any time become a part of the Trust Estate, upon such terms and conditions deemed advisable, irrespective of whether the term of the lease shall exceed the period permitted by law or the probable period of any trust created hereby, and to review and modify such leases; and for purpose of leasing said real estate, to make, execute, acknowledge and deliver any and all instruments in such form and with such covenants and warranties as they may deem expedient and proper; and to make repairs, replacements, and improvements, structural and otherwise, of any property, and to charge the expense thereof in an equitable manner to principal or income, as deemed proper.

4. To borrow money for any purpose in connection with said Trust created hereby, and to execute promissory notes or other obligations for amounts so borrowed, and to secure the payment of any such amounts by mortgage or pledge or any real or personal property, and to renew or extend the time of payment of any obligation, secured or unsecured, payable to or by any trust created hereby, for such periods of time as deemed advisable.

5. To invest and reinvest or leave temporarily uninvested any or all of the funds of the Trust Estate as said Trustees in the Trustees' sole discretion may deem best, including investments in stocks, common and preferred, and common trust fund, without being restricted to those investments expressly approved by statute for investment by fiduciaries, and to change investments from realty to personality, and vice versa.

6. To compromise, adjust, arbitrate, sue defend, abandon, or otherwise deal with and settle claims, in favor of or against the Trust Estate as the Trustees shall deem best and the Trustee's decision shall be conclusive.

7. To determine in a fair and reasonable manner whether any part of the Trust Estate, or any addition or increment thereto be income or principal, or whether any cost, charge, expense, tax, or assessment shall be charged against income or principal, or partially against income and partially against principal.

8. To engage and compensate, out of principal or income or both, as equitably determined, agents, accountants, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, custodians, investment counsel, and other assistants and advisors, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative, provided he or she was selected and retained with reasonable care.

9. To vote any stock, bonds, or other securities held by the Trust at any meetings of stockholders, bondholders, or other security holders and to delegate the power so to vote to attorneys-in-fact or proxies under power of attorney, restricted or unrestricted, and to join in or become a party to any organization, readjustment, voting trust, consideration or exchange, and to deposit securities with any persons, and to pay any fees incurred in connection therewith, and to charge the same to principal or income, as deemed proper, and to exercise all of the rights with regard to such securities.

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DISTRICT OF COLUMBIA

10. To purchase securities, real estate, or other property from the executor or other personal representatives of the Settlor's estate, the executor or other personal representative of the Settlor's spouse's estate, and the Trustee of any agreement or declaration executed by the Settlor during his/her lifetime under his/her last will in case his/her executors or Trustees are in need of cash, liquid assets, or income-producing assets with which to pay taxes, claims, or other estate or trust indebtedness, or in case such executors or Trustees are in need of such property to properly exercise and discharge their discretion with respect to distributions to beneficiaries as provided for under such bills, declarations, or agreements. Such purchase may be in cash or may be in exchange for other property of this Trust, and the Trustees shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of said authority.

11. To undertake such further acts as are incidental to any of the foregoing or are reasonably required to carry out the tenor, purpose and intent of the Trust.

12. To make loans or advancements to the executor or other personal representative of the Settlor's estate, the executor or other personal representative of the Settlor's spouse's estate, and the Trustees of any agreement or declaration executed by the Settlor during his and her lifetime or under his and her last will in case such executors or Trustees are in need of cash for any reason. Such loans or advancements may be secured or unsecured, and the Trustees shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of this authority.

#### IV.

Upon death of the Settlor, or the last surviving Settlor if more than one, the remaining Trust assets shall be distributed to the beneficiaries in the proportionate or allocable amounts as are specified in the schedule of beneficiaries, hereto annexed as Schedule B, as may then be in force.

If any beneficiary and the Settlor should die under such circumstances as would render it doubtful whether the beneficiary or the Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that said beneficiary predeceased the Settlor.

#### V.

If it shall be determined that any provisions of the Trust created herein violates any rule against perpetuities or remoteness of vesting now or hereafter in effect in a governing jurisdiction, that portion of the Trust herein created shall be administered as herein provided until the termination of the maximum period allowed by law at which time and forthwith such part of the Trust shall be distributed in fee simple to the beneficiaries then entitled to receive income therefrom, and for the purpose, it shall be presumed that any beneficiary entitled to receive support or education from the income or principal or any particular fund is entitled to receive the income therefrom.

VI.


Except as otherwise provided herein, 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 possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

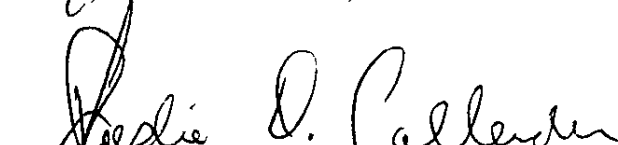
VII.


This Trust Agreement shall be construed, regulated and governed by and in accordance with the laws of the State of Florida.

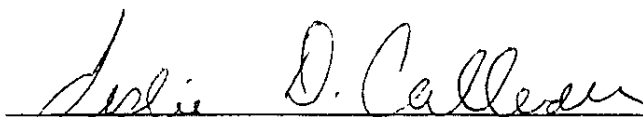
I certify that I have read the foregoing Trust Agreement and it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustees.

Dated: December 1, 2009

  
Settlor, Robert J. Callender, Jr.

  
Settlor, Leslie D. Callender, Jr.

  
Trustee, Robert J. Callender, Jr.

  
Trustee, Leslie D. Callender, Jr.

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