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(Requestor's Name)

(Address)

(Address)

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Certified Copies _____ Certificates of Status _____

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08/03/12--01014--002 **350.00

08/03/12--01014--003 **0.75

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FILING OFFICE
STATE OF ARIZONA

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: ROBERT ELBEY TRUST

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust **\$350.00**

OPTIONAL:

Certified Copy **\$ 8.75**

FROM: Robert L. Flowers

Name (Printed or typed)

6720 West Virginia Ct.

Address

Jacksonville, Florida 32209

City, State & Zip

(904) 444-1829

Daytime Telephone number

RECEIVED
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
JAN 11 1994

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

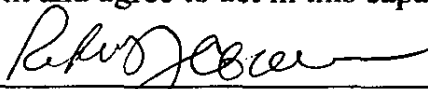
ROBERT ELBEY TRUST

A REVOCABLE FLORIDA 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 ELBEY TRUST, a

Florida (Name of Trust)
Trust hereby affirms in order to file or qualify
(State)
ROBERT ELBEY TRUST, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 6720 West Virginia Ct, Jacksonville Florida 32209
3. The registered agent and street address in the State of Florida is:
Robert L. Flowers 6720 West Virginia Ct, Jacksonville, Florida 32209
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 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:
Chairman of the Board of Trustees

NOTARY

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

DATED THIS 25th DAY OF July 2012

CERTIFICATION OF TRUST

of

ROBERT ELBEY TRUST

12 AUG - 3 AM 9:53
SEARCHED
SERIALIZED
INDEXED
FBI - MEMPHIS

THIS CERTIFICATION OF TRUST is made on the 27th day of July 2012 Robert L. Flowers of 6720 West Virginia Ct, Jacksonville, Duval County, Florida 32209 (the "Trustee") in the capacity as trustee of the ROBERT ELBEY TRUST (herein called the "Trust").

1. CREATION OF TRUST

1.1 The Trust was created on the 27th day of July 2012 Robert L. Flowers, acting as Grantor and Trustee of the Trust, under a revocable living trust agreement executed on that date.

2. TRUSTEE

2.1 The current trustee of the Trust is Robert L. Flowers.

3. REVOCABILITY OF TRUST

The trust is revocable by the Grantor.

4. POWERS OF TRUSTEE

4.1 The powers of the Trustee to manage the Trust's property include, in addition to any power granted under applicable law or otherwise, full power:

- (i) to sell, assign, exchange, transfer, partition, convey, license, lease, rent, hire, grant options over or otherwise dispose of any property, real or personal, which forms part of the trust estate, upon such terms and conditions and in such terms and conditions and in such manner as the trustee deems fit; and for that purpose to make, execute, acknowledge and deliver any and all such form and with such warranties and covenants as the trustee may deem fit;
- (ii) to lease, license, rent and manage any are all assets, real or personal, of the trust estate, upon such terms and conditions as the trustee in his absolute discretion deems fit; and for that purpose to make, execute, acknowledge and deliver any and all

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STATE OF FLORIDA

instruments, deeds and assignments in such form and with such warranties and covenants as the trustee may deem fit; and to make repairs, replacements, and improvements, structural and otherwise, to any property, and to charge the expense thereof in an equitable manner to the principal or income of the trust estate, as the trustee deems fit;

- (iii) to deal with trust generally for the benefit of beneficiaries;
- (iv) to compromise, adjust, arbitrate, sue, institute, defend, abandon, settle or otherwise deal with proceeding of any kind o behalf of or against the Trust or trust estate as the trustee shall in his sole and absolute discretion deem fit;
- (v) to vote stock, shares, bonds, securities and other voting rights held by the Trust or attributable to the trust estate; and delegate such voting power in such manner as the trustee may deem fit having regard to any legal requirements;
- (vi) to engage in business with the trust estate property as sole proprietor or as a limited or general partner, with all the powers customarily by an individual so engaged in business, and to hold and undivided interest in any property as tenant in partnership, to the extent permitted by law; and to enter into such agreements and contracts as the trustee may deem necessary to regulate such business.
- (vii) 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.

The powers granted to the trustee above may be exercised in whole or part from time to time, and shall be deemed to be supplementary and not exclusive of the general powers of the trustees pursuant to law, and shall include all powers necessary to carry them into effect.

No powers enumerated or accorded to trustee generally pursuant to law shall be construed to enable the grantor, or trustee or any of them , or any other person, to sell purchase, exchange, or otherwise deal with dispose of

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all or any part of the corpus or income of the trusts for less than adequate consideration in money and moneys worth, or to enable the grantor to borrow all or any part of the corpus or income of the trusts, directly or indirectly without adequate interest or security.

5. NO REVOCATIONS, MODIFICATIONS OR AMENDMENTS

5.1 The Trust is in full force and effect and has not been revoked, modified, or amended in any way manner that would cause the representations contained in the certification of the trust to be incorrect.

6. SIGNED BY ALL CURRENTLY ACTING TRUSTEES

6.1 This Certification of Trust is being signed by all currently acting trustees of the Trust.

7. ACCURACY

7.1 This Certification of Trust is a true and accurate statement of matters referred to herein.

I declare under penalty of perjury the laws of the State of Florida that the foregoing is true and correct.

Dated this 25th day of July 2012

Robert L. Flowers
Robert L. Flowers
Grantor/Trustee

6916 123 01-01-12
STATE OF FLORIDA
DEPARTMENT OF REVENUE
TALLAHASSEE, FLORIDA

NOTARY ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF DUVAL

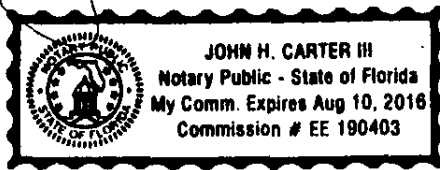
On this 26th day of July, 2012, before me, John H. Carter III, Notary Public, personally appeared Robert Flowers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, he executed the instrument.

WITNESS my hand and official seal.

Signature: _____

My commission expires on: _____

(Seal)



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DATED THIS 25th DAY OF JULY, 2012

ROBERT L. FLOWERS, GRANTOR

And

ROBERT ELBEY TRUST, TRUSTEE

DEED OF ASSIGNMENT

12 AUG - 3 AM 9:53

THIS DEED is made on the 25th day of July, 2012

BETWEEN:

- (1) Robert Flowers of 6720 West Virginia Ct, Jacksonville, Florida 32209 in the capacity as Grantor; and
- (2) ROBERT ELBEY TRUST of 6720 West Virginia Ct Jacksonville, Florida 32209 in the capacity as trustee of the Trust (the "Trustee").

WHEREAS;

- A. Pursuant to a Revocable Living Trust Agreement dated 25th day of July, 2012 made between the Grantor and the Trustee, the Grantor and the Trustee, the Grantor created a trust known as the ROBERT ELBEY TRUST (The "Trust").

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. ASSIGNMENT OF PROPERTY

1.1 For good and valuable consideration (the receipt of which is acknowledged), the Grantor hereby absolutely and unconditionally assigns all the Grantor's rights, entitlements, interests in the following property:

6720.Virginia Court-legal description 30-33
43-1S-26E GS Lincoln Estates Unit 2 Lot 7
Block 2 Gwendolyn u O/R BK 3152-1038
CODE 928

To the Trustee as trustee of the Trust.

2. BINDING OF SUCCESSORS

2.1 This Deed shall be binding upon and insure to the benefit of the respective parties personal representatives and successors.

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3. NOTICE

3.1 Any notice or other communication given or made under this Deed shall be delivered to the relevant party or sent by first class mail to the address of that party specified in this Deed or to such other address as may be notified hereunder by that party from time to time for this purpose.

4. COUNTERPARTS

4.1 This Deed may be executed in any number of counter parts and by different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting but one and the same instrument.

5. SEVERABILITY



5.1 Each of the provisions of this deed is separate and severable accordingly and if at any time any provision is adjudged by any court of competent jurisdiction to be void or unenforceable the validity, legality and unenforceability of the remaining provisions hereof and that provision in any jurisdiction shall not in any way be affected or impaired thereby.

AS WITNESS the parties hereto have executed this document as a deed on the date appearing at the head hereof.

EXECUTED AND DELIVERED AS A DEED

By **Robert I. Flowers**
As the Grantor and Trustee

In the presence of:

12 AUG - 3 AM 9:53

consent of the Trustee or any Beneficiary. Save as may otherwise provided herein, the Trust shall not be amended, modified, revoked or terminated in any other way.

8. ADMINISTRATIVE PROVISIONS

- 8.1 The Trustee may at his absolute discretion, but shall not be obliged to, render an accounting at any time.
- 8.2 The Trust has been accepted by the Trustee and will be administered in the State of Florida and its validity, construction, and all rights hereunder shall be governed by the laws of the State of that State and the State shall have exclusive jurisdiction to determine any disputes which may arise hereunder.

IN WITNESS WHEREOF, the Grantor and Trustee have executed this Agreement on the date above written.



Signature of Grantor



Signature of Trustee




Name of First Witness



Signature of First Witness



Name of Second Witness



Signature of Second Witness

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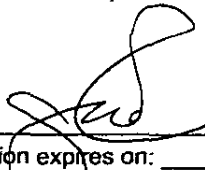
NOTARY ACKNOWLEDGEMENT

STATE OF Florida

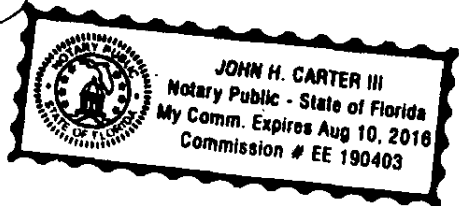
COUNTY OF DUVAL

On this 26th day of July, 2012, before me, John H. Carter III, Notary Public, personally appeared Robert Flowers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, he executed the instrument.

WITNESS my hand and official seal.

Signature: 
My commission expires on: _____

(Seal)



12 AUG -3 AM 9:53

DATED THIS 25th DAY OF JULY 2012

ROBERT ELBEY TRUST

REVOCABLE LIVING TRUST

AGREEMENT made this 25th day of July 2012.

BETWEEN:

- (1) Robert Leon Flowers of 6720 West Virginia Ct (the "Grantor"), and
Jacksonville, Florida 32209
- (2) ROBERT ELBEY TRUST of 6720 West Virginia Ct (the "Trustee").
Jacksonville, Florida 32209

WHEREAS:

- A. The Grantor is the legal and beneficial owner of the property described in the schedule attached hereto.
- B. The Grantor wishes to create a trust of certain property for the benefit of others, such as property in the schedule attached hereto and having been delivered this date to the Trustee of the trust created hereunder.

IT IS AGREED AS FOLLOWS:

In consideration of the mutual covenants set forth herein, and for other good and valuable consideration (receipt of which is here acknowledged), the Grantor and Trustee agree as follows:

1. NAME OF THE TRUST

1.1 This shall be designated as the trust Name (the "ROBERT ELBEY TRUST").

2. TRANSFER OF PROPERTY

2.1 The Grantor, in consideration of the acceptance by Trustee herein created, transfers, assigns, and delivers to the trustee the property described in the Schedule hereto (the " Trust Estate") to hold same on trust for use and purposes set out below and in accordance terms of this Agreement.

2.2 The Grantor and any other persons shall have the right at any time properly acceptance to the Trustee to the Trustee and such property, when received and accepted by the Trustee, shall become a part of the Trust Estate and shall be noted in the schedule hereto.

3. DISPOSITION OF INCOME AND PRINCIPAL DURING THE LIFETIME OF THE GRANTOR

3.1 The Trustee shall manage, invest and hold the Trust Estate and collect the income derived herefrom and, after the payment of all taxes and assessments thereon and all charges incident to the management thereof, dispose of the net income from the Trust and corpus thereof, as follows:

3.1.1 in accordance with the directions of the Grantor or an alternative Grantor Successor designated to assume Grantor status (Jacqueline Renee Sharperson shall assume Successor Grantor status and responsibilities in the event of mental incapacity or demise of the Grantor.

3.1 The Grantor may during his life time and from time to time, withdraw all or part of the principal Trust, free of trust, by delivering to the Trustee an instrument in writing duly signed by the Grantor describing the property or portion thereof to be withdrawn. Upon receipt of such instrument, the Trustee

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thereupon shall convey, deliver, and execute and any document necessary and do act and do what is necessary to transfer to the Grantor, free from provisions of the Trust, the property described in the said instrument.

3.1.4 In accordance with 3.1.1 of this Trust instrument in the event that the Grantor is deemed to be mentally incompetent (as determined in writing by a qualified, licensed medical doctor) and unable to handle his own affairs, or in the event that the Grantor is not adjudicated incompetent, but by reason of illness or mental physical disability, is the reasonable opinion of the Successor unable to properly handle his own affairs, then in that event the Successor Trustee may during the Grantor's lifetime, in addition payments of income and benefits for the Grantor (including the medical care, comfortable maintenance and welfare of the Grantor pay any expenses from the net income or principal of the Trust in such shares as the Successor Trustee as the Successor Trustee determines to be necessary or advisable from time to time to provide for medical care, comfortable maintenance and welfare of the Grantor.

4.1 DISTRIBUTION OF THE ESTATE FOLLOWING THE DEATH OF THE GRANTOR

4.1 After the death of the Grantor the Successor Trustee shall promptly distribute the Estate to the following persons (the "Beneficiaries") as Follows:

1. To the living grandchildren of the Grantor.

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5. POWERS OF TRUSTEES

5.1 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 expressly reserved by the Grantor in this Agreement, the Trustee and Successor validly acting Hereunder (each "trustee") shall have full power :

- (i) to hold and retain any and all property, real, personal, or mixed received from any other source for such time as the trustee shall deem fit, and to dispose of such property by sale, exchange, assignment, lease, license, or otherwise, as and when they shall deem it;
- (ii) to lease, license rent and manage any or all assets, real or personal, of the Trust Estate, upon such terms and conditions as the trustee in his absolute discretion deems fit; and for hat purpose to make, execute, acknowledge and deliver any and all such instruments, deeds and assignments in such form and with such warranties and covenants as the Trustee may seem fit, and to make repairs, replacements, and improvements, structural and otherwise, to any property, and to exchange the thereof in an equitable manner to the principal or income of the Trustee Estate, as the Trustee deems fit,
- (iii) to borrow money for any purpose in connection with the Trust, and to execute the promissory notes or other obligations for amounts so borrowed, and to secure payments of 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 the Trustee may deem fit;
- (iv) to compromise, adjust, arbitrate, sue, institute, defend, abandon, settle and otherwise deal with proceedings of any kind on behalf of or against the Trust or the Trustee Estate as the trustee shall in his/her sole absolute discretion deem fit.

- (v) to determine in a fair and reasonable manner whether any part of the Trust Estate, or any addition or increment thereof be income or principal, or whether any cost charge or expense, tax, or expense tax, or assessment shall be charged against income or principal, or Partially against principal.
- (vi) to consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any, corporation, company, or association and to execute such documents and to do all such acts and things as may be reasonably be required to effect same;
- (vii) to engage in business with the trust estate properly as sole proprietor, or as a general limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or tenant in partnership, to the extent permitted by law; and to enter into such agreements and contracts and contracts as he trustee may deem necessary to regulate such businesses;
- (viii) to act through an agent as an attorney-in-fact, by and under a power of attorney duly executed by the trustee to the extent permitted by law, in carrying out any of the authorized powers and duties; and

5.2 Notwithstanding any thing contained therein to the contrary, no powers enumerated or accorded to trustees generally pursuant to law shall be construed enable the Grantor, or Trustee or either of them, or any other person, to sell, purchase, exchange, or otherwise deal with or dispose of all or part of any corpus or income of the of the trusts for less than adequate consideration in money or moneys worth, or enable the Grantor borrow any all or part of the corpus or income of the trusts, directly or indirectly, or without adequate interest or security.

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6. SUCCESSOR TRUSTEE

- 6.1 In the event of the death or during of any incapacity of the Trustee Jacqueline Renee Sharperson is hereby appointed as Successor Trustee. In the event she is unable or unwilling to act as Successor Trustee Prince Matt III is hereby nominated and appointed as Successor Trustee.
- 6.2 If no Successor Trustee is able and willing to act as successor trustee, then all of the nominated Successor Trustees may appoint a replacement successor trustee to serve as Successor Trustee hereunder provided that such appointment is made in writing, signed by the Successor Trustee making the appointment, notarized and forwarded to each so the named beneficiaries. In the event that no Successor Trustee is willing and able to make such an appointment or in the event the Successor Trustee fails to secure the appointment of a new Successor Trustee and notify the Beneficiaries of such appointment within 7 days of the declining Successor Trustee's written refusal to act, then the next Successor Trustee shall be chosen by a majority in in interest of the living Beneficiaries, with a parent or guardian voting for each minor Beneficiary.
- 6.3 The Trustee and each Successor Trustee named therein (including any alternate named herein) shall serve without bond. A resigning Successor Trustee may require a bond to be posted by any other incoming Successor Trustee, the cost of such bond be payable to the Trust Estate. The Successor Trustee shall not be liable for any mistake or error of judgment in administration of the Trust, except for willful misconduct, so long as they continue to exercise their duties and powers in a fiduciary capacity primarily in the interests of the Beneficiaries.

7. REVOCATION AND AMENDMENT

- 7.1 The Grantor shall have the irrevocable right and may by instrument in writing and signed by the Grantor and delivered to the Trustee, revoke, modify or alter this agreement, in whole or in part, without

SCHEDULE

1. Details Assets being transferred to the trust will be placed here.

Real Estates	6720 W. Virginia Court- legal description 30-033 43-1S-26E GS Lincoln Estates Unit 2 Lot 7 Block 2 Gwendolyn u O/R BK 3152-1038 CODE 928
Accounts Receivable	C. B. Griffin-estate safe Robert Flowers. VA- Duval County School Board \$10,000.00
Insurances	Legionaries Trust Cancer Metropolitan Trust Shares Gwendolyn Flowers-Metropolitan Life \$25,000.00 Plus Trust Shares
Personal Property	Robert Flowers Guns, 1 rifle, 1 shotgun, 4 pistols, rings 2, stamps, magazines, books, clothes Gwendolyn Flowers Rings
Joint Personal Debts	ECCU Bank of America
Assets	GI. Insurance, Teacher's Retirement, American Leg. Insurance Metropolitan Life Insurance

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NOTARY AFFIDAVIT

STATE OF Florida

COUNTY OF Duval

On July 26, 2012 before me, John H. Carter, III, a notary public, personally appeared Robert Flowers, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed the instrument. I certify under PENALTY OF PERJURY that the foregoing is true and correct.

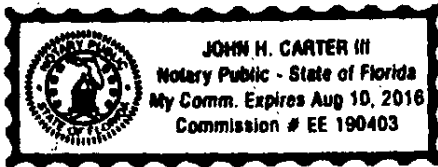
Witness my hand and official seal.

Signature: [Handwritten Signature]

Print Name: _____

My commission expires on: _____

(Seal)



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e-Notary Public - State of Florida