

D130000000018

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



700249399397

07/05/13--01035--004 \*\*358.75

13 JUL 23 AM 2:27

7/2  
~~7/10~~  
40

~~43-39066~~

## TRANSMITTAL LETTER

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

**SUBJECT:** Declaration of 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:** Syed Altaf Ahmed

Name (Printed or typed)

569 Palio Court

Address

Ocoee, FL 34761

City, State & Zip

(407) 232-1866

Daytime Telephone number



RECEIVED

13 JUL 19 PM 1:28

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

July 10, 2013

SYED ALTAF AHMED  
569 PALIO CT  
OCOOEE, FL 34761

SUBJECT: THE ALTAF FAMILY LIVING TRUST  
Ref. Number: W13000039066

We have received your document for THE ALTAF FAMILY LIVING TRUST and your check(s) totaling \$358.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The Declaration of Trust must be attached to your document.

Please return 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) 245-6052.

Jessica A Fason  
Regulatory Specialist II

Letter Number: 713A00016916

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

The Altaf Family Living Trust

**A** 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 The Altaf Family Living Trust, a

(Name of Trust)

Florida

(State)

Trust hereby affirms in order to file or qualify

The Altaf Family Living Trust, in the State of Florida.

(Name of Trust)

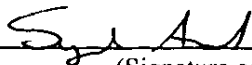
1. Two or more persons are named in the Trust.

2. The principal address is 569 Palio Court, Ocoee, FL 34761

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

569 Palio Court, Ocoee, FL 34761

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.

Syed Altaf Ahmed

Name:

Chairman of the Board of Trustees

NOTARY

**Filing Fee: \$350.00**

**Certified Copy: \$ 8.75 (optional)**

13 JUL 23 AM 2:27  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

**THE ALTAF FAMILY LIVING TRUST**  
**DATED JULY 16, 2013**

This Living Trust Agreement (this "Agreement") dated July 16, 2013, between Syed Altaf Ahmed (the 'Grantor' or 'Beneficiary') of Ocoee, Florida and Syed Altaf Ahmed of Ocoee, Florida and Yasmeen Sultana of Ocoee, Florida (collectively, the "Trustee").

In consideration of the mutual covenants and promises set forth in this Agreement, the Grantor and the Trustee agree as follows:

- I. **PURPOSE.** The purpose of this Agreement is to establish a Trust to receive and manage assets for the benefit of the Grantor during the Grantor's lifetime, and to further manage and distribute the assets of the Trust upon the death of the Grantor.
- II. **FUNDING OF TRUST.** This trust shall be funded with assets transferred to this Trust by the Grantor at the time of creating this Trust, or any later time. During the lifetime of the Grantor, any interest in community property transferred into or out of this Trust shall retain its original character and such property shall not be comingled. This Trust may also receive property from any person or entity who is acting under the authority granted to that person or entity by the Grantor. It is expected that this Trust may receive assets pursuant to the terms of the Grantor's Last Will and Testament.
- III. **MANAGEMENT OF TRUST ASSETS.** The Trustee shall manage and distribute the Trust assets for the benefit of the Grantor and the Grantor's successor(s) in interest in accordance with the terms of this Agreement.
- IV. **PAYMENTS DURING THE GRANTOR'S LIFETIME.** During the Grantor's lifetime, the Trustee shall pay all of the net income of this Trust, and also such sums from principal as the Grantor may request at any time in writing, to or for the benefit of the Grantor, or as the Grantor may designate. Such payments shall be made at least quarterly. The Grantor may change the amount of payments at any time by providing written notice to the Trustee. Any excess income shall be added to the principal at the discretion of the Trustee.
  - A. *Payments During a "Disability" of the Grantor.* During any period that the Grantor has a "disability", the Trustee may pay to or for the benefit of the Grantor such amounts of income and principal as the Trustee believes in the Trustee's sole discretion to be required for (i) the Grantor's support, comfort and welfare, (ii) the Grantor's accustomed manner of living, or (iii) any purpose that the Trustee believes to be in the best interest of the Grantor.

13 JUL 23 AM 2:27  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

*B. Disability Defined.* For the purposes of this Trust, "disability" shall mean a legal disability of the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability. The determination of whether the Grantor has a disability shall be made by the Grantor's most recent attending physician. The Trustee shall be entitled to rely on written notice of that determination.

**V. DEATH OF THE GRANTOR.** Upon the death of the Grantor, and after the payment of Grantor's just debts, funeral expenses and expenses of last illness, the following distributions shall be made:

*Residuary Assets.* The residuary assets of this Trust shall be distributed to the Grantor's spouse, Yasmeen Sultana. If the Grantor's spouse does not survive the Grantor, the residuary assets of this Trust shall be distributed to the Grantor's children in equal shares. If a child does not survive the Grantor, such deceased child's share shall be distributed in equal shares to the children of such deceased child who survive the Grantor, by right of representation. If a child does not survive the Grantor and has no children who survive the Grantor, such deceased child's share be distributed in equal shares to the Grantor's other children, if any, or to their respective children by right of representation. If no child of the Grantor survives the Grantor and if none of the Grantor's deceased children are survived by children, the residuary assets of this Trust shall be distributed to the Grantor's spouse's heirs-at-law, their identities and respective shares to be determined under the laws of the State of Florida, then in effect, as if the Grantor's spouse had died intestate at the time fixed for distribution under this provision.

**VI. TRUSTEE POWERS.** The Trustee, in addition to other powers and authority granted by law or necessary or appropriate for proper administration of the Trust, shall have the following rights, powers and authority without order of court and without notice to anyone:

*A. Receive Assets.* To receive, hold, maintain, administer, collect, invest and re-invest the trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument.

*B. Receive Additional Assets.* To receive additional assets from other sources, including assets received under the Will of the Grantor or any other person.

*C. Standard of Care.* To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Trustee is authorized to acquire and retain every kind of property, real, personal

or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instruments is administered.

- D. Retain Assets.* To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, for as long as the Trustee deems advisable.
- E. Dispose of or Encumber Assets.* To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.
- F. Settle Claims.* To compromise, settle, or abandon claims in favor of or against the Trust.
- G. Manage Property.* To manage real estate and personal property, borrow money, exercise options, buy insurance, register securities as may appear to be proper.
- H. Allocate Between Principal and Income.* To make allocations of charges and credits as between principal and income as in the sole discretion of the Trustee may appear to be proper.
- I. Employ Professional Assistance.* To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the trust.
- J. Distribute Property.* To make division or distribution in money or kind, or partly in either including disproportionate in-kind distributions, at values to be determined by the Trustee, and the Trustee's judgment shall be binding upon all interested parties.
- K. Enter Contracts.* To bind the Trust by contracts and agreements without assuming individual liability for such contracts.

RECEIVED  
JUL 23 4 27 PM '03  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

L. *Exercise Stock Ownership Rights.* To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the Trust.

M. *Duration of Powers.* To continue to exercise the powers provided in this Agreement after the termination of the Trust until all assets of the Trust have been distributed.

N. *Hold Trust Assets as a Single Fund.* To hold the assets of the Trust, shares, or portions of the Trust created by this instrument as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of the Trustee for accounting purposes.

O. *Compensation.* To receive reasonable compensation for the Trustee's services under this Agreement and be exonerated from and to pay all reasonable expenses and charges of the Trust.

P. *Loans to Beneficiaries.* To make loans to any trust beneficiary for the purpose of providing the beneficiary with the funds necessary to take advantage of exceptional business opportunities or to provide for the needs of the beneficiary and their families.

Q. *Method of Distribution.* To make payments to or the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary, (b) directly for the maintenance, welfare and education of the beneficiary, (c) to the legal or natural guardian of the beneficiary, or (d) to anyone who at the time shall have custody and care of the person of the beneficiary. The Trustee shall not be obliged to see the application of the funds so paid, but receipt of the person to whom the funds were paid shall be full acquittance of the Trustee.

**VII. ADDITIONAL TRUSTEE PROVISIONS.** These additional provisions shall apply regarding the Trustee.

A. *Grantor as Trustee.* If at any time the Grantor is the Trustee, Grantor may appoint a successor Trustee, to become effective immediately or upon any stated contingency, by make such designation in writing. Such designee shall become



the successor Trustee upon acceptance of the terms and conditions of this Agreement.

*B. Successor Trustee.* If at any time either Co-Trustee cannot serve because of disability (as previously defined), death or other reason, the remaining Co-Trustee, if any, shall serve alone; otherwise Farheen Sultana, of Orlando, Florida, is designated as the Successor Trustee, without bond. If such designee(s) is/are unable to serve for any reason, Sufia Ahmed, of Sebring, Florida, is designated as the alternate successor Trustee, without bond. Such designee(s) shall become the successor Trustee(s) upon acceptance of the terms and conditions of this Agreement.

*C. Resignation of Trustee.* Any Trustee may resign by giving written notice to the beneficiaries to whom income then could be distributed. Such resignation shall take effect on such date specified in the notice, but not earlier than thirty (30) days after the date of delivery of such written resignation unless an earlier effective date shall be agreed upon by the income beneficiaries.

*D. Adult Beneficiary Rights.* If the Trustee resigns or for any reason ceases to serve as Trustee, and if the successor Trustee(s) designated by the Grantor, if any, fail or cease to serve as Trustee, then the adult beneficiaries to whom income could then be distributed, together with the adult beneficiaries to whom principal would be distributed if the Trust were then to terminate, may by majority action in writing appoint a successor Trustee. If agreement of a majority of the beneficiaries cannot be obtained within sixty (60) days, a successor Trustee shall be appointed by the court having general jurisdiction of the Trust. Any successor Trustee appointed shall have all the rights conferred upon the original Trustee and shall be bound by the provisions of this Trust.

*E. Accounting.* The Trustee shall provide an accounting to the Beneficiary (or beneficiaries) on at least an annual basis. If a beneficiary has a "disability" the Trustee shall provide the accounting to a guardian or conservator, if any.

*F. Bond.* No bond shall be required of any Trustee.

**VIII. RIGHT TO DIRECT INVESTMENTS.** At any time that the Trust has investments and provided that the Grantor does not have a "disability", the Grantor may direct any Trustee to purchase, sell, or retain any trust investment.

**IX. REVOCATION OR AMENDMENT.** During the Grantor's lifetime, the Grantor may revoke at any time, and/or the Grantor may amend, this Agreement by delivering to the Trustee an appropriate written revocation or amendment, signed by the Grantor.

13 JUL 23 AM 2:27  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

If the Trustee consents, the powers of revocation, but not the power of amendment, may be exercised by a duly appointed and acting attorney-in-fact for the Grantor for the purpose of withdrawing assets from the Trust.

- X. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida.
- XI. PERPETUITIES SAVINGS CLAUSE.** Despite any other provision of this Agreement to the contrary, the trust created by this Agreement shall terminate no later than 21 years after the death of the last surviving beneficiary of this Agreement who is living at the time of the death of the Grantor.
- XII. SEVERABILITY.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

RECORDED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 JUL 23 AM 2:27

### XIII. MISCELLANEOUS PROVISIONS.

- A. *Paragraph Titles and Gender.* The titles given to the paragraphs of this Trust are inserted for reference purposes only and are not to be considered as forming a part of this trust in interpreting its provisions. All words used in this Trust in any gender shall extend to and include all genders, and any singular words shall include the plural expression, and vice versa, specifically including "child" and "children", when the context or facts so require, and any pronouns shall be taken to refer to the person or persons intended regardless of gender or number.
- B. *Common Disaster.* If the Grantor, and the Grantor's spouse die under circumstances such that there is no clear or convincing evidence as to the order of their deaths, or if it is difficult or impractical to determine which person survived the death of the other person, it shall, for purposes of distribution of the Grantor's life insurance, property passing under any will or other contracts, if any, and property passing under this Trust, be conclusively presumed that the Grantor predeceased the death of the Grantor's spouse, and notwithstanding any other provision of this Trust, the Grantor's spouse (or the Grantor's spouse's estate as the case may be) shall receive the distribution to which the Grantor's spouse would otherwise be entitled to receive without regard to survivorship requirement, if any.
- C. *Liability of Fiduciary.* No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of the Grantor's trust estate, and the Grantor's trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions of the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith. No successor trustee shall be obliged to inquire into or be in any way accountable for the previous administration of the trust property.
- D. *Spouse.* The Grantor is married to Yasmeen Sultana and references in this Trust to "the Grantor's spouse" are references to Yasmeen Sultana.
- E. *Children.* The name of the Grantor's child is Aamena Sultana.

All references in this Trust to "the Grantor's child" or "the Grantor's children" include the above child or children, and any other children born to or adopted by the Grantor at the signing of this Trust.

13 JUL 23 AM 2227

SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Syed Altaf Ahmed  
Signature: Syed Altaf Ahmed, Grantor

Syed Altaf Ahmed  
Signature: Syed Altaf Ahmed, Co-Trustee 1

Yasmeen Sultana  
Signature: Yasmeen Sultana, Co-Trustee 2

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 JUL 23 AM 2:27

**FLORIDA**  
**Self-Proving Affidavit**

STATE OF FLORIDA

COUNTY OF LAKE

We, Syed Altaf Ahmed, Syed Altaf Ahmed, Yasmeen Sultana, MEHUL SHAW, ANITA SHAW, KRISHNA NIDAMARTI, the Grantor, the Trustees and the Witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Grantor, in the presence of witnesses, signed the instrument as his or her Living Trust, that the Grantor signed, and that each of the witnesses, in the presence of the Grantor, in the presence of each other, signed the Living Trust as a witness.

Syed Altaf Ahmed  
Syed Altaf Ahmed (Grantor)

Syed Altaf Ahmed  
Syed Altaf Ahmed (Trustee)

Yasmeen Sultana  
Yasmeen Sultana (Trustee)

Krishna Nidamarti  
(Witness)  
KRISHNA NIDAMARTI

[Signature]

(Witness)

Mehul Shaw

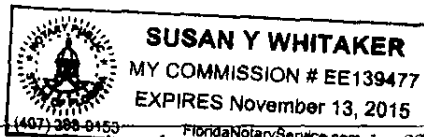
(Witness)

13 JUL 23 AM 2:27

RECEIVED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Subscribed and sworn to before me by Syed Altaf Ahmed, the Grantor who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification, by Syed Altaf Ahmed, a trustee, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification, by Yasmeen Sultana, a trustee, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification, by MEHUL SHAH, a witness, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification, by ANITA SHAH, a witness, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification, by KRISHNA NIDAMARTI, a witness, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification, on \_\_\_\_\_, \_\_\_\_\_.

Susan Y Whitaker  
Signature of Notary Public



Name, typed, printed or stamped (seal affixed)

My Commission Expires: Nov. 13, 2015

RECEIVED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 JUL 23 AM 2:27