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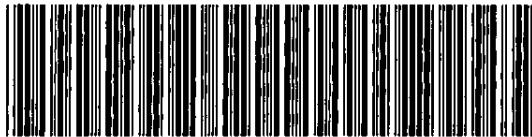
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FILED
2008 JUN - 7 A 9 58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DOB 08/18/81

TRANSMITTAL LETTER

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

SUBJECT: Registration Affidavit for ODYSSEY ESTATES common law 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:

FROM: Vincent Caruso, Trustee - ODYSSEY ESTATES
Name (Printed or typed)

2133 OAKFORD ROAD

Address

SARASOTA, FLORIDA 34240

City, State & Zip

941- 318- 1107

Daytime Telephone number

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

FILED

ODYSSEY ESTATES

2009 JAN - 7 A 9:58

A Common Law TRUST

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 **ODYSSEY ESTATES**, a
(Name of Trust)
FLORIDA Trust hereby affirms in order to file or qualify
(State)
ODYSSEY ESTATES, in the State of Florida.
(Name of Trust)

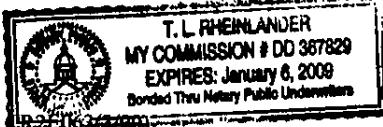
1. Two or more persons are named in the Trust.
2. The principal address is **2133 OAK FORD ROAD**
SARASOTA, FLORIDA 34240.
3. The registered agent and street address in the State of Florida is:
SHARYL A. CARUSO, Agent - 2133 Oakford Road
Sarasota, Florida 34240.
4. Acceptance by the registered agent: 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.

Sharyl A. Caruso
(Signature of Registered Agent)
SHARYL CARUSO

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.

Vincent Caruso
Vincent Caruso, Trustee

Name: **ODYSSEY ESTATES**
Chairman of the Board of Trustees



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

Common Law Declarations of Trust
for

FILED

Odyssey Estates

2008 JAN - 1 A 9 58

THIS TRUST AGREEMENT entered into on the 1st day of ^{December} ~~December~~, ²⁰⁰⁷ ~~2007~~ between VINCENT CARUSO and wife, SHARYL A. CARUSO, ^{SECRETARY OF STATE} ~~SECRETARY OF STATE~~, ^{ATLANTIC CITY, NEW JERSEY} ~~ATLANTIC CITY, NEW JERSEY~~, ^{FLORIDA} ~~FLORIDA~~, Sarasota County, Sarasota, Florida, hereinafter referred to as "TRUSTOR", and the designated fiduciary for the benefit of beneficiaries, hereinafter referred to as "TRUSTEE", agree:

I ARTICLE - PURPOSE OF TRUST. The TRUSTOR has established this irrevocable, common law trust (Family Trust) for the purpose of providing for the needs of the beneficiary herein. By the trust, TRUSTOR is divesting themselves of all incidents of ownership of the corpus of the trust.

II ARTICLE - CORPUS OF TRUST. The TRUSTOR has delivered to the TRUSTEE the following property fully described in Schedule A, attached to and made part of this trust agreement, the receipt of which property is acknowledged by the TRUSTEE.

Trust assets include, but are not limited to:

Personal property, furniture, furnishings wherever situate, all belongings and possessions of whatever sort, any and all holdings not specifically named in other trusts as described in full on Schedule A.

Further, such property, together with any other property that may later become subject to this trust, shall constitute the trust estate, and shall be held, administered, and distributed by the TRUSTEE, for the purposes, which are set forth herein.

The TRUSTOR shall have the right to make additions to the corpus of the trust, provided that the same are similar assets of the TRUSTOR, or other property, which the TRUSTEE is willing to accept. TRUSTEE shall not be required to accept any proffered additions to the corpus.

In the event that pursuant to **ARTICLE V** of this trust, any dividends are earned on the corpus/estate, above trust expenses, the dividends shall be added to the trust expense/management account.

III ARTICLE - OWNERSHIP RIGHTS OF THE TRUST. The TRUSTEE shall have all of the incidents of ownership in such corpus, in fee simple and TRUSTOR shall have no control of the corpus/estate assets. TRUSTOR shall have no rights to exercise any of the incidents of ownership in regards to the trust corpus/estate, including no reversionary rights.

The TRUSTOR shall execute any and all documents necessary to provide for the complete transfer of ownership of all assets to the TRUSTEE, and upon the request of the TRUSTEE shall provide any reasonable cooperation to the TRUSTEE.

IV ARTICLE - REVOCATION AND AMENDMENT. This instrument is irrevocable and may not be altered, terminated or changed in any respect by the TRUSTOR. However, while living and competent the TRUSTEE shall at all times, by written notice, have all powers to appoint or accept resignation of additional TRUSTEES; rename or change any beneficiary; amend any provision hereof to such extent as may be acceptable to his/her discretion and sell, pledge or encumber any part of the trust estate.

V ARTICLE - MANAGEMENT OF THE TRUST. In addition to all other powers and discretions granted to or vested in the TRUSTEE by law or by this instrument, the TRUSTEE shall have the following powers and discretions:

During the life of the TRUSTOR, the TRUSTEE shall hold property of any kind in trust title, as fiduciary for the benefit of beneficiaries.

These powers included, but are not limited to the ability to do all such acts, exercise all such rights and privileges in the management of the trust estate as are if the absolute owner:

To hold, manage, operate, control, repair, preserve, insure, improve, partition, subdivide, sell (at public or private sale for cash or credit,) convey, exchange, convert, grant options on or otherwise deal with trust property. To loan, invest and reinvest the trust estate or, any part thereof. To encumber, lease, purchase liability insurance, manage, control or dispose of any property of the trust estate. To hold securities or other property in the TRUSTEE's own name or, in the name of the trust ("ODYSSEY ESTATES,") without disclosing any fiduciary relationship or named beneficiary. The TRUSTEE is not liable for any loss sustained or incurred by this trust, other than for fiduciary misconduct and/or malfeasance.

Any income or dividends paid on such corpus/assets shall be held by the TRUSTEE in trust, provided that TRUSTEE may pay any expenses of the trust from such income. Any dividends or other earnings of the corpus of the trust, above expenses shall be declared "principal" and kept in a reserve (checking account/money market account) for future trust expenses and management costs. The TRUSTEE in his/her discretion may determine what is principal or income and what shall be charged or credited to either, and their judgment shall be binding everyone beneficially interested hereunder. All undistributed income shall be added to principal annually.

In the event the annual expenses become due on the corpus of the trust, the TRUSTEE may pay the costs from the reserve. In the event that the reserve is not sufficient to pay any expenses due, the TRUSTEE shall notify the TRUSTOR of the amounts and due dates, as soon as the shortage is known.

Should TRUSTOR fail to fund the payment of the annual expenses, the TRUSTEE shall have no obligation to make any advances. The TRUSTEE shall in the trustee's sole discretion be entitled to:

- (a) convert the property or any other assets into cash; or
- (b) surrender for cash any stocks, bonds, mutual funds or insurance annuities; or
- (c) borrow on security of the corpus of the trust to make such payments; or
- (d) pledge as collateral assets, in which event the value of the "letter of credit" shall form the corpus of the trust.

The TRUSTEE shall have the right, in the trustee's sole discretion to sell, cash in, transfer or exchange any assets in the event that:

- (a) the company providing the fiduciary /fund management is unsuitable due to its management or operating experience; or
- (b) substantially larger returns or earnings may be achieved with another company or broker/dealer; or
- (c) the dividend /earning potential of another investment or accounts are substantially greater.

Upon the death of the TRUSTOR, the TRUSTEE has with all possible dispatch to provide necessary evidence of their proof of powers to continue to serve as fiduciary for the benefit of beneficiaries. The SUCCESSOR TRUSTEE shall have the right, if in the sole discretion of the TRUSTEE the same is advisable, to manage and maintain the corpus /estate in the best interest of the trust and the beneficiaries.

The SUCCESSOR TRUSTEE shall maintain sole discretion regarding when to distribute the corpus of the trust, in the following order:

- (i) to the expenses of the trust;
- (ii) to the following beneficiaries in shares, as follows:

Divided equally, 50% between the children of Vincent Caruso and the remaining 50% Capital Certificate Units (share) to the children of Sharyl A. Caruso, solely and individually, representing 100% (all shares).

The interest of the beneficiaries of this trust shall not be assignable and the beneficiaries shall not have the right to pledge, assign, convey or otherwise transfer, lien or encumber any portion of the income or principal of this trust. All payments and dividend distributions provided for by the beneficiaries herein shall be made directly to them or their guardians as is provided herein.

Upon final disbursement of the remaining funds, the trust shall terminate.

VI ARTICLE - TRUSTEE AND SUCCESSOR TRUSTEE. The TRUSTEE or any SUCCESSOR TRUSTEE, may resign at any time upon giving written notice, ten (10) days before such resignation shall take effect, to the TRUSTOR, if then living.

After the death of the TRUSTOR, said notice shall be given to all adult beneficiaries who may be receiving or entitled to receive income hereunder. TRUSTOR shall have no right to discharge, instruct or change the TRUSTEE after the execution of this agreement. In the event that the TRUSTEE resigns or is removed for cause (Article V) the SUCCESSOR TRUSTEE shall be determined by a future vote. This SUCCESSOR shall become an active member of the Board of Trustees upon their written acceptance of the duties of Trustee hereunder. In the event that said SUCCESSOR does not or cannot serve for any reason, the alternate SUCCESSOR TRUSTEE shall be determined by a future nomination.

All discretions granted to or vested in the TRUSTEE by any provision of this agreement are to be exercised in the sole and absolute discretion of the SUCCESSOR TRUSTEE also.

Any instrument executed by the TRUSTEE shall be binding on all parties hereto and on all SUCCESSOR TRUSTEES and beneficiaries hereunder. No person paying money to the TRUSTEE need see to the application of the money so paid.

The TRUSTOR of this Common Law Trust shall both prepare and execute a "**LETTER OF WISHES**" and a **Pour-Over Last Will and Testament**, which documents shall at all times be retained in the permanent records of this trust, for the instruction of SUCCESSOR TRUSTEES, Personal Representatives and benefit of the Beneficiaries of **ODYSSEY ESTATES**.

VII ARTICLE - INDEMNITY AND EXPENSES FOR THE TRUSTEE. The TRUSTEE shall be entitled to indemnity for any expenses or claims related to the trust, provided that the TRUSTEE's transactions and acts were in good faith. No bond shall be required of the TRUSTEE or their successor.

No entity dealing with the TRUSTEE shall be required to investigate or to confirm the TRUSTEE's authority to enter into any transaction or administer to the application of the proceeds of any transaction.

If the TRUSTEE is an individual, then the TRUSTEE shall serve without compensation, but with reimbursement for reasonable and ordinary expenses. Nevertheless, the TRUSTEE if an attorney or certified estate advisor, shall be entitled to compensation for legal services rendered to the trust, or if an accountant, for accounting services rendered to the trust.

If the TRUSTEE is a corporation or banking entity, it shall be entitled to customary, reasonable and ordinary charges and expenses incurred in rendering services to the trust estate.

VIII ARTICLE - PERPETUITIES SAVINGS CLAUSE. Notwithstanding anything to the contrary herein contained, the trust created by this agreement shall have an initial period for existence of ninety-nine (99) years and may be terminated or renewed at that or another time by the unanimous vote from the then current members of the Board of Trustees.

Upon termination at the end of said term, or at the discretion of the Board of Trustees of **ODYSSEY ESTATES** as provided herein, this same Board shall at that time pay all remaining obligations of this Common Law Trust and all issue of beneficiaries living at the date of this agreement shall be distributed as provided in **ARTICLE V**. Upon receiving receipts for the distribution of the remaining assets to the Certificate Holders (beneficiaries,) the Board of Trustees of **ODYSSEY ESTATES** shall at that time be automatically discharged hereunder, provided that its administration and distributions have been made in accordance with the terms and provisions of this agreement.

By the unanimous vote of the Board of Trustees of **ODYSSEY ESTATES** at its own discretion and without external influences, this same Board may at any time cease and terminate this Common Law Trust at a date earlier than the designated term, due to any condition or circumstance that may at any time threaten the value of the corpus/estate of this trust, or due to any reason determined by the Board of Trustees of ODYSSEY ESTATES to be good cause.

A Board of Arbitration or court of competent jurisdiction may at that time be called upon to review and correct any tort or error, if necessary.

IX ARTICLE - LITIGATION OR COMPROMISE OF CLAIM. The TRUSTEE may compromise or abandon, at TRUSTEE's option any claim or claim against the trust or subject the same to arbitration. Or the TRUSTEE, in his/her own absolute discretion, may litigate any claim in favor of or against the trust estate.

X ARTICLE - GOVERNING LAW -- SEVERABILITY. Any litigation arising in connection with this agreement will be adjudicated under the laws of the state of Florida. In the event any portion of this agreement shall be found to be not supportable under respective Florida State Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either party, which may become law shall be binding upon both parties as if included herein. If any provision is found by a court of competent jurisdiction to be invalid, the remainder shall govern.

Signed in Sarasota County, Sarasota, Florida and dated effective the first day mentioned above.

FURTHER AFFIANT SAYETH NAUGHT.

CERTIFIED EXTRACT & BANK RESOLUTION

Articles of Organization

ODYSSEY ESTATES

2133 Oakford Road

Sarasota, Florida 34240 USA

State of Florida)

)ss.

County of SARASOTA)

THE UNDERSIGNED, personally appeared, did take an oath, depose and certify:

1. ORGANIZATION NAME: ODYSSEY ESTATES

2. DATE ESTABLISHED: December 1, 2007

3. TAX IDENTIFICATION NUMBER: 26-6130826

4. NAME OF TRUSTEES: VINCENT CARUSO and SHARYL CARUSO

5. POWER AND AUTHORITY: THE BOARD of Trustees for **ODYSSEY ESTATES**, an irrevocable trust, shall at all times have, except as modified by the terms of the Minutes and Resolutions of the Board of Trustees of **ODYSSEY ESTATES** interpreting the same, all the powers of Trustee under the customs, traditions and usages of the common law, including, but not limited to the power:

a. To apply for and receive health, life or disability insurance on the life of any person; to accept the ownership and beneficial interest of life insurance, which may be transferred to the Trustee without responsibility as to the payment of premiums. The insuring companies have no responsibility other than to pay the proceeds of the policies to the named beneficiaries and are not required to examine the Declarations of Trust at any time. To apply and pay for automobile, homeowners or any other liability insurance in the name of the trust.

b. To sell, convey, lease, exchange, abandon, pledge for security, and exercise all the rights, powers and privileges which an absolute owner of the same property would have regarding any property, which in their discretion, the Trustee chooses to receive subject to the Declaration of Trust.

c. To apply for and open commercial loan accounts, to borrow money with or without security, to receive all dividends, interest and other income, and to compromise and settle claims. To purchase, sell or retain stocks, securities, mutual funds, life insurance annuities, mortgages and other investments. Any and all bank accounts, including checking and savings accounts, established in the name of the Trust by the Trustee, shall be subject to withdrawal and all checks, drafts and other obligations of the trust shall be honored by said depositories upon the signature of the Trustee or their designated signatory (i.e. General and /or Assistant Manager.).

The banking institution that establishes accounts pursuant to this paragraph is advised that there is nothing in the trust instrument that requires the banking institution to exercise any fiduciary obligation or any other discretion other than that required in normal banking procedures.

d. To make any type of transaction for the benefit of the trust Corpus/Estate, to buy, sell, employ employees, contract with independent contractors or subcontractors, underwrite, exchange or otherwise acquire, hold title to, and /or encumber property or hypothecate by mortgage, or deed, or trust, or pledge, or otherwise take any measure it deems appropriate to expand the capital of the trust Corpus/Estate.

e. To engage in any other business or business act or activity, as a natural individual, which is not specifically prohibited under any law of the government of the host country or any political subdivision thereof or therein.

f. To do all such things as are incidental to this trust as the Board of Trustees of **ODYSSEY ESTATES** may at any time think conducive to the attainment of all or any of the within objects and intents.

ACKNOWLEDGEMENT OF UNNOTARIZED FLORIDA OATH

"We certify that in accordance with section 92.525, Florida Statutes, under penalties of perjury, We declare that we have read the foregoing Certified Extract and that the facts stated in it are true and correct to the best of our knowledge and belief."

/s/ Vincent Caruso
VINCENT CARUSO, Trustee, Board of
Trustees, ODYSSEY ESTATES

/s/ Sharyl Caruso
SHARYL CARUSO, Trustee, Board
of Trustees, ODYSSEY ESTATES

JAN - 7 A 9 58
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA