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(Requestor's Name)

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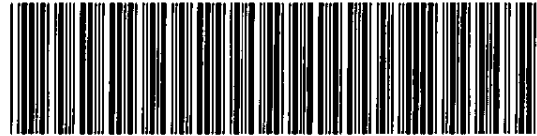
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2008 APR 30 P 3:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

APR 30 2008  
D. A. WHITE

**TRANSMITTAL LETTER**

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

**SUBJECT:** ALTUS

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:** Nancy Smith  
**Name (Printed or typed)**

810 NW Greenwich Court  
**Address**

Port Saint Lucie, FL 34983  
**City, State & Zip**

561.389.8275  
**Daytime Telephone number**



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 3, 2008

NANCY SMITH  
810 NW GREENWICH COURT  
PORT ST LUCIE, FL 34983

SUBJECT: ALTUS  
Ref. Number: W08000017266

We have received your document for ALTUS and your check(s) totaling \$2152.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

**Adding "of Florida" or "Florida" to the end of a name is not acceptable.**

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) 245-6933.

Dale White  
Regulatory Specialist II  
New Filing Section

Letter Number: 108A00019745

**TRANSMITTAL LETTER**

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

**SUBJECT:** WALKE

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:** Marcus Smith  
Name (Printed or typed)

6 Harbour Isle Drive East, PH06  
Address

Fort Pierce, FL 34949  
City, State & Zip

561-389-8275  
Daytime Telephone number

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY

FILED

WAKE  
Common Law  
A Declaration of TRUST

2008 APR 30 P 3: 35

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 WAKE, a

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

1. Two or more persons are named in the Trust.
2. The principal address is 6 HARBOUR ISLE DRIVE EAST. UNIT PH06  
FORT PIERCE, FL 34949

3. The registered agent and street address in the State of Florida is:  
Nancy Smith  
6 Harbour Isle Drive East, #PH06  
FORT PIERCE, FL 34949

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.

Nancy Smith  
(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.

Nancy Smith  
Name: FL. D. 5530-630-51-868-0  
Chairman of the Board of Trustees

NOTARY

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



Alissa Duranowich  
ALISSA DURANOWICH  
Notary Public, State of Florida  
My Comm. Expires Nov. 5, 2011  
Commission # DD731296

25<sup>th</sup> day of April, 2008

**FILED**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Contract  
and  
Common Law  
Declaration of Trust**

This Contract and Common Law Declaration of trust  
is executed in the United States of America  
and shall be interpreted and construed at the "Common law" under

the

"law of the land"

of the (u)nited States of America

With  
Attila Lukacs, as First Trustee representing  
the Board of Trustees

**COPY TO  
BANK  
THIS PAGE  
ONLY**

THIS AGREEMENT, CONVEYANCE and ACCEPTANCE is made and entered into at the time and on the date appearing in the acknowledgment attached hereto and made a part hereof as though fully set forth herein, by and between, **Bela Jaromi** who drafted this EXPRESS EQUITY PURE TRUST as THE CREATOR HEREOF and **Attila Lukacs** ACCEPTOR hereof, in joint tenancy who shall compose THE BOARD OF TRUSTEES for conducting said business.

THE CREATOR hereby constitutes and appoints the above designated TRUSTEE(S) to be, in fact, TRUSTEE(S) of the TRUST hereby created and established. THE CREATOR for and in consideration of the objects and purposes herein set forth, the cash sum of Twenty One Morgan Silver Dollars in hand paid and other considerations of value, the receipt of which is hereby acknowledged, hereby agrees to arrange for exchange, conveyance or an assignment to be delivered to said TRUSTEE(S), IN TRUST -who are to hold legal title in joint tenancy and not as tenants in common, to collectively act by virtue of this covenant as a BOARD OF TRUSTEES under the name thereunder, dealing in equities, formulae, entities, patents, copyrights, business goodwill, or other Business desired to be engaged in by said TRUSTEE(S).

This declaration of a TRUST ORGANIZATION  
Authorizes its TRUSTEES to Operate Under

The Name of

**WAKE**

**PREAMBLE**

*All parties to this Contract are of lawful age to act and are mentally capable to contract. All parties further acknowledge that they fully understand the obligations this Contract encompasses and imposes upon them and by their signature and seal do hereby accept their respective positions in this Contract creating this Trust.*

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### **WAKE**

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#### PREAMBLE

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**ARTICLE ONE**  
**CREATION**

**CREATED BY: Bela Jaromi**

**SECTION 1.1 THE ABOVE** named Creators of this Trust hereby declare they intend to and do create a trust by this Contract pursuant to Article 1 Section 10 of the Constitution for the united States of America ratified in 1787 and the Constitution of Florida of 1838, Article 1 Section 19 and Section 27. Additionally recognized by the Constitution of the STATE OF FLORIDA 1990, Article I Section 10 and that it is hereby created by this Contract and indenture upon the execution of same on the date first indicated below and that the names of the Trustees shall be set forth in this Trust instrument.

**SECTION 1.2** This Trust is authorized to exist by the power of the Citizens entering into this contract, invoking their right to obligate themselves in contract, and this Trust shall function by and through the Board of Trustees, pursuant to all of the terms and conditions contained herein with certain assets to be administered by the Trustee(s) for the benefit of the certificate holders represented by the said certificate.

**SECTION 1.3** The creators and others, do hereby offer, for the sum of Twenty One (21) Dollars of Silver, to convey to the Board of Trustees of this Trust certain assets, the identity and description of which shall be further identified and described in Schedules A & B, and B-i, if any, and warrants their ownership and authority to transfer such interest in said assets as herein specified. The first Trustee, by signing this Contract and Indenture and appropriate minutes or attachments, hereby accepts, on behalf of the Board of Trustees, the assets and fees now agreed to and additional assets and fees as to be set forth in the minutes and accepts the conditions, terms and provisions of this Contract and Indenture, and agrees to exchange with the creators all, of the capital units in this Trust for the said assets and fees. This being neither a gift nor a sale, the creators hereby constitute and appoint the first Trustee to be, in fact, a Trustee(s) of the trust hereby created and established. This Trust is further declared to be irrevocable by the Creators and may not be altered or amended in any respect except as hereinafter set forth.

**SECTION 1.4** It is expressly declared herein that an Unincorporated Business Trust/American Common-Law Trust (hereinafter referred to as "Trust") by contract is hereby created, and that this organization is expressly not an association or joint stock company, corporation, partnership, joint venture, company (defacto or dejure), or any entity of statute, State or Federal.

**SECTION 1.5** The Creators have no possessory interest in the trust, no reversionary interest, and no retained interest whatsoever, nor have the creators engaged in any secret agreements or prearrangements of any type with the Trustee(s) of this Trust that obligates the Trustee(s) to act in any manner on their behalf, except as a fair, unbiased, and independent fiduciary in the best interest of the certificate holder, and in strict conformity with the guidelines and the requirements of this Trust Contract and Indenture.

SECTION 1.6 The assets forming the corpus or which will form the corpus of this Trust are itemized or will be as they are acquired and set forth in the various schedules attached to this Trust Contract and Indenture and are incorporated by reference. Attachment "A" shall be used to describe all real property exchanged into the trust. Attachment "B" shall describe all personal property exchanged into the trust. Attachment "B-I" shall describe all private property exchanged into the Trust. All such assets are to become a part of the trust corpus and are subject to all the terms of this Trust Contract and Indenture.

SECTION 1.7 All certificate holders of this Trust Contract and Indenture must be recorded by the trust record keeper in Schedule "C", and all transfer of certificates or changes must comply with this Contract and Indenture, pursuant to Article 8 of this Contract and Indenture and the list of the certificate holders and the number of capital units held by each certificate holder kept current and signed by the Trustee(s) or Record Keeper.

SECTION 1.8 All attachments, amendments, or resolutions necessary to the operation and preservation of the trust will be made a part of this Contract and Indenture and upon authorization and approval of said documents the trust record keeper shall enter them into the records of the trust.

## ARTICLE TWO DEFINITIONS

SECTION 2.1 The following words and phrases used herein shall be defined as follows as pertains to this Trust:

**BENEFICIARY:** The Citizen, Person, or entity who holds a capital unit and is entitled to receive income or assets of the Trust upon distribution or termination.

**CAPITAL UNIT:** A certificate indicating the percentage of income or assets to be received by a beneficiary.

**CREATOR:** The Citizen or Person that causes this Trust to begin and exist by his/her will.

**GENDER:** Where appropriate, words of the masculine gender include also the feminine and neuter; words of the feminine gender include the masculine and neuter; and words of the neuter gender include the masculine and feminine.

**INCAPACITATED:** If any party to this Trust Contract comes under a legal disability by reason of illness or accident, and suffers either a mental or physical disability that, in the written opinion of two doctors currently practicing medicine, makes said party unable to properly manage their affairs, they shall be deemed incapacitated for the purposes of this Contract.

**PERSON:** Includes natural born Citizens, persons and legal entities, etc.

**PROTECTOR:** The Citizen or Person who acts in the best interest of the Trust and the capital unit holders and insures that the independent Trustee(s) act in accord with the

Trust Contract and Indenture and the intent of the Creator.

**REHABILITATION:** If any party deemed incapacitated under the definition of incapacitated shall be deemed rehabilitated and no longer under a legal disability or when, in the written opinion of any two doctors currently practicing medicine, they are able to properly manage their affairs, upon their rehabilitation, that individual shall resume the duties and powers they had prior to their incapacity and their successors shall relinquish all powers and be relieved of all duties.

**SINGULAR & PLURAL:** Where appropriate, words used in the plural or collective sense include the singular and vice-versa.

**TRUSTEE:** The term "Trustee"(s) refers to the single, multiple and successor Trustee(s) who at any time may be appointed and acting in a fiduciary capacity under the terms of this agreement. The Citizen or Person that holds the assets as corpus of this Trust subject to its Contract and Indenture and its conditions and terms for the benefit of the capital unit holders (beneficiaries).

**SECTION 2.2** For the purpose of this Contract no terminology used herein shall be construed as to invoke any jurisdiction other than common law. It is expressly intended that no statutory, equity, admiralty and maritime or military jurisdiction be invoked by the use of any language, article, section or subsection of this Contract. All other words used in this Contract shall be defined and construed from Bouvier's Law Dictionary, 1914 edition.

### ARTICLE THREE DECLARATION OF PURPOSE

**SECTION 3.1** The purpose of this Trust organization is to provide for the economical administration of the assets of the Trust by Citizens, natural persons, or entities acting in a fiduciary capacity to preserve, conserve, maintain, develop and expand the assets for the benefit of the beneficiaries in whatever manner so designated or allowed by law and this Contract unless specifically prohibited herein.

### ARTICLE FOUR INTENT AND AGREEMENT

**SECTION 4.1** Nothing contained herein shall be construed as an intent to evade or contravene any law or tax, nor to delegate to its use any special power belonging exclusively to corporate law or to a franchise of incorporation. The expressed intent of the Parties to this Contract is to create a Trust for the benefit of the Trust Capital Unit Certificate Holders to begin at once and not deferred until after the death of any CREATOR. In administering the Trust assets according to the Trust Contract and

Indenture, and as a part of the consideration of this Contract, the Board of Trustees shall act solely upon their rights under the Common Law of the united States of America, the powers, immunities and limitations of this instrument, and their rights under the Constitutions referred to in Article 1 Section 1 of this Contract.

ARTICLE FIVE  
DOMICILE AND NAME

SECTION 5.1 This Trust shall be originally domiciled in the Republic of Florida, a state of the Union and member of the Republic of the united States of America and shall be interpreted and construed under the common laws of the united States of America and Florida in comportment with the Constitutions referred to in Article I Section 1 of this Contract. The name of this American common law Contract Trust is: **WAKE.**

SECTION 5.2 This Trust is domiciled in Florida and, therefore, a foreign trust to the UNITED STATES as defined in Title 26 U.S.C. the Internal Revenue Code Section 7701(a)(31) nor is this Trust connected with the United States in the conduct of a trade or business as defined in IRC Section 7701(a)26.

ARTICLE SIX  
BENEFICIAL ENJOYMENT

SECTION 6.1 Each distribution, whether a payment of income or distribution from the trust corpus assets, or any other action affecting the beneficial enjoyment of the property of this Trust, shall be approved and exercised only by an independent Trustee(s), that is, by a Trustee(s) of whom it can be said that he or she is not related to or otherwise a subordinate party subservient to the wishes of the Creator or their designees or their duly appointed agents.

ARTICLE SEVEN  
RESTRICTIONS

SECTION 7.1 Nothing herein contained shall be construed to authorize this Trust to issue certificates for the capital units of this Trust in excess of the number herein provided. At no time shall the number of capital units exceed one hundred thousand (100,000).

ARTICLE EIGHT  
CERTIFICATES AND CAPITAL UNITS

SECTION 8.1 The Trust certificates, as a convenience and for the purposes of distribution, are divided into one hundred thousand (100,000) capital units or parts thereof. They are non-assessable, non-taxable, non-negotiable, and have an undeterminable value. No certificate holder may transfer any unit or part thereof to anyone else without the unanimous approval of the Board of Trustees and the approval of the Protector of the Trust. Ownership of a certificate and the capital units represented thereby shall not entitle the holder to any equitable or legal title in or to the assets (corpus) of the Trust nor any say or power in the management thereof.

SECTION 8.2 No capital unit certificate shall be subject to or liable for attachment, execution, or any other processes of law. No capital units certificate holder shall have the right to encumber, hypothecate, or alienate his/her interest in this Trust, voluntarily or involuntarily or in any manner whatsoever. This Trust may only be terminated with the unanimous consent of the Board of Trustees and approval of all of the current certificate holders which shall total one hundred thousand (100,000) capital units unless through distributions that number has been reduced.

SECTION 8.3 It is the Creator's expressed intent that if any capital unit certificate holder of this Trust shall contest in any court the validity of this Trust, its management, or in any manner attempt to nullify or set aside this Trust or any of its provisions, the Trustee(s) is authorized to defend, at the expense of the Trust, any contest or attack by a capital unit certificate holder or any other person or entity challenging the validity of the Trust or of any of its provisions. The filing in any court of any document evidencing a challenge to this Trust by a capital unit certificate holder will automatically terminate such certificate and the capital units shall be canceled and returned to the Trust and divided and distributed to the remaining certificate holders pro rata.

SECTION 8.4 Any third party may rely upon the list of capital unit certificate holders as contained in Schedule "C" in all transactions with the Trustee(s) or on behalf of the Trust, and that list is intended to represent a clear and definite means for the ascertainment of the beneficiaries of this Trust.

SECTION 8.5 Any capital unit certificate holder may waive rights to any distribution of income or corpus assets by a declaration of such waiver delivered to the Board of Trustees prior to the date when such distribution shall take place. If a certificate holder delivers such waiver, it shall be as if such certificate holder did not hold any capital unit, except that any waiver shall not extend to any distribution not specifically noted in such waiver. As to all distributions hereunder, the Board of Trustees shall be the sole judge of the date or dates during the calendar year when any distribution shall be made.

SECTION 8.6 Respecting all distribution rights, the degree or relationship of any certificate holder shall be determined by the number of capital units held at the time of

distribution. No future benefit to a certificate holder under a Trust estate settlement shall form or constitute a portion of any communal or joint estate of such certificate holder but shall remain

the separate and exclusive property of said certificate holder; should such certificate holder be married or marry in community of property, then any benefit shall be expressly excluded from

the community; and if the certificate holder is married, such benefit shall also be free from the interference or control of any spouse.

SECTION 8.7 If at the time of corpus disbursements or income payments a certificate holder

is deemed incompetent, payment to such certificate holder may be made in any of the following ways as disbursements by the Trustee(s) in the Board of Trustees' discretion in whose opinion will be most beneficial to the certificate holder:

a). Directly to the certificate holder;

b). To their legal representative;

c). To their near relative;

d). By the Board, making direct payments for the benefit of the certificate holder. A person shall be deemed incompetent if such person is a minor, or under any legal disability, (as defined in Section 1.1 of this Contract) or if incapacitated so as to make it impossible or impracticable to give prompt and intelligent consideration to business matters. The Board of Trustees may act upon such evidence as it reasonably deems appropriate and reliable without liability by reason thereof, including, a receipt from a certificate holder, a lawful guardian, relative, or a friend which shall be sufficient discharge to the Board of Trustees. The Board of Trustees shall have the authority to utilize an appointed guardian if one has been so delegated in this instrument or any minutes thereof or appoint a guardian for incompetent certificate holders if deemed advisable.

SECTION 8.8 If it is determined that there is income distributable to certificate holders and/or income taxable to this Trust if not distributed to the certificate holders, the Board of Trustees may, but is not required to, distribute such income so as to prevent such income from being taxable to the Trust. The Board of Trustees shall make a determination on an annual basis as to whether the trust organization is subject to any tax and, if so, whether it will be considered as simple or complex in accordance with any tax it might be subject to for that year. If after any distribution, any income remains, it shall be deemed to be principal and allocated to the corpus of this Trust. The Board of Trustees shall make a determination as to the existence or the non-existence of distributable income at convenient intervals not greater than annually.

SECTION 8.9 At the creation of this Trust, all capital units shall be issued by the Board of Trustees to the Creator unless in a concurrent writing the Creator directs such units or any part of such units be issued to a designee indicated or to be indicated by him. The initial and future transfer and any subsequent re-issues of capital units shall be recorded by the Board of Trustees in the records of this Trust. Such records and certificates issued shall be conclusive proof of the proper holder of any capital units issued by the Board.

2008 APR 30 P 3:36  
SECRETARY OF THE  
FALLAHASSESSORIAL

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