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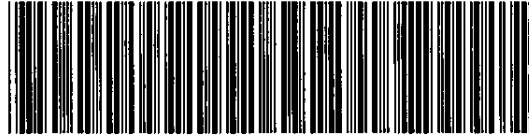
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Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Trust

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15 SEP -8 PM 4:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SEP 1 1 15 2015

TRANSMITTAL LETTER

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

SUBJECT: DECLARATION OF TRUST - HYPOLUXO GROUP FOUNDATION

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

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: LAURA GOLEMBUSKI

Name (Printed or typed)

625 WALTHAM AVE

Address

ORLANDO, FL 32809

City, State & Zip

407-855-1136

Daytime Telephone number

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

HYPOLUXO GROUP FOUNDATION

A NOT FOR PROFIT 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 HYPOLUXO GROUP FOUNDATION, a

(Name of Trust)

FLORIDA

Trust hereby affirms in order to file or qualify

(State)

HYPOLUXO GROUP FOUNDATION

, in the State of Florida.

(Name of Trust)

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

2. The principal address is 5545 SOUTH ORANGE AVE.

ORLANDO, FL 32809

3. The registered agent and street address in the State of Florida is:
LILLIAN MANAGMENT GROUP INC.

625 WALTHAM AVE., ORLANDO, FL 32809

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.

NOTARY


Name:

Chairman of the Board of Trustees

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CHARITABLE TRUST FACT SHEET

RESTATED FOR THE
THE HYPOLUXO GROUP FOUNDATION
(HYGRPF)

A CHARITABLE TRUST

This TRUST FACT SHEET is an integral component part of the TRUST and is incorporated into the agreement ("TRUST AGREEMENT"), which created the TRUST.

This TRUST FACT SHEET provides:

- (i) The identities of parties referenced in the TRUST AGREEMENT;
- (ii) Definitions of terms set forth in the TRUST AGREEMENT;
- (iii) other important information essential to the operation and administration of the TRUST.

A. TRUST NAME: THE HYPOLUXO GROUP FOUNDATION

B. EFFECTIVE DATE: February 14, 2015

C. INITIAL DONOR: Clay S. Frankel, As Trustee

Address: 5545 S. Orange Avenue, Orlando, Florida 32809

ADDITIONAL DONORS: To be determined by future events

D. MANAGING TRUSTEE: Clay S. Frankel

Address: 5545 S. Orange Avenue, Orlando, Florida 32809

FIRST SUCCESSOR MANAGING TRUSTEE: To Be Determined

Address: To Be Determined

or, in the event said party is unable or unwilling to serve as TRUSTEE,

SECOND SUCCESSOR MANAGING TRUSTEE: As designated by FIRST SUCCESSOR

TRUSTEE

or, in the event said party is unable or unwilling to serve as TRUSTEE,

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TALLAHASSEE, FLORIDA
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THIRD SUCCESSOR MANAGING TRUSTEE: to be determined

Address:

or , in the event said party is unable or unwilling to serve as TRUSTEE,

Then: Any qualified party selected by the immediately prior
TRUSTEE or, if no such selection is implemented.

Then: Any qualified party approved by a court of competent jurisdiction.

E. TRUSTEES: The INITIAL MANAGING TRUSTEE, each SUCCESSOR MANAGING TRUSTEE
and any and all other persons appointed as a Trustee pursuant to the
provisions hereof.

F. INITIAL CORPUS: \$10.00 cash

B. ADDITIONAL DONORS: As determined from time to time

H. STATE OF CITUS: Florida

I. INITIAL ADDRESS: 5545 S. Orange Avenue Orlando, FL 32809

THE HYPOLUXO GROUP FOUNDATION. This Declaration of Trust made for The THE HYPOLUXO GROUP FOUNDATION as of the EFFECTIVE DATE by the INITIAL MANAGING TRUSTEE, who hereby declares and agrees that he has received this day from the INITIAL DONOR, the INITIAL CORPUS and that he will hold and manage the same, and any additions to it, in trust, as follows:

First: This TRUST shall be known by the TRUST NAME.

Second: The TRUSTEES may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, corporation, or other entity to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Article Third of this Declaration of Trust, or as shall in the opinion of the TRUSTEES, jeopardize the federal income tax exemption of this TRUST pursuant to section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Third: A. The principal and income of all property received and accepted by the TRUSTEES to be administered under this Declaration of Trust shall be held in trust by them.

The MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, may make payments or distributions from income or principal, or both, to or for the use of such charitable organizations, within the meaning of that term as defined in paragraph C, in such amounts and for such charitable purposes of the TRUST as shall from time to time be determined.

The MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, may make payments or distributions from income or principal, or both, directly for such charitable purposes, within the meaning of that term as defined in paragraph D, in such amounts as shall from time to time be determined without making use of any other charitable organization.

The MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, may also make payments or distributions of all or any part of the income or principal to states, territories, or possessions of the United States, any political subdivision of any of the foregoing, or to the United States or the District of Columbia but only for charitable purposes within the meaning of that term as defined in paragraph D.

Income or principal derived from contributions by corporations shall be distributed by the TRUSTEES for use solely within the United States or its possessions.

No part of the net earnings of this TRUST shall inure or be payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of this TRUST shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. No part of the activities of this TRUST shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

B. The TRUST shall continue forever unless the MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, terminates it and distributes all of the principal and income, which action may be taken by the MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, in their discretion at any time.

On such termination, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code,

or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

The INITIAL DONOR and all ADDITIONAL DONORS shall authorize and empower The MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, to form and organize a nonprofit corporation limited to the uses and purposes provided for in this Declaration of Trust, such corporation to be organized under the laws of any state or under the laws of the United States as may be determined by The MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this TRUST. Upon the creation and organization of such corporation, The MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, is authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this TRUST may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as The MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, shall determine, consistent with the provisions of this paragraph.

C. In this Declaration of Trust and in any amendments to it, references to "charitable organizations" or "charitable organization" mean corporations, trusts, funds, foundations, community chests, or other entities created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of The Net Earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no

substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. It is intended that the organization described in this paragraph C shall be entitled to exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

D. In this Declaration of Trust and in any amendments to it, the term "charitable purposes" shall be limited to and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, but only such purposes as also constitute public charitable purposes under the law of trusts of the STATE OF SITUS.

Fourth: This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, and acknowledged by any of the TRUSTEES, provided that no amendment shall authorize the TRUSTEES to conduct the affairs of this TRUST in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. An amendment of the provisions of this Article Fourth (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the TRUSTEES' amending power. All instruments amending this Declaration of Trust shall be noted upon or kept attached to the executed original of this Declaration of Trust held by the MANAGING TRUSTEE.

Fifth: The MANAGING TRUSTEE may, from time to time, appoint additional TRUSTEES up to a limit of four additional TRUSTEES serving as TRUSTEE at any given time. Any TRUSTEE under this Declaration of Trust may, by written instrument, signed and acknowledged, resign his office. A resigning MANAGING TRUSTEE may appoint his successor or, if no such appointment is made, the successor shall be the FIRST SUCCESSOR MANAGING TRUSTEE, then the SECOND SUCCESSOR MANAGING TRUSTEE and so forth. A resigning TRUSTEE may recommend a successor who, upon the approval of The MANAGING TRUSTEE, shall become a TRUSTEE. Appointments shall be made by the MANAGING TRUSTEE for the time in office by written instruments signed and acknowledged. Any succeeding or additional TRUSTEE shall, upon his acceptance of the office by written instrument signed and acknowledged, have the same powers, rights and duties, and the same title to the TRUST estate as is afforded to all TRUSTEES hereunder.

None of the TRUSTEES shall be required to furnish any bond or surety. None of them shall be responsible or liable for the acts of omissions of any other of the TRUSTEES or of any predecessor or of a custodian, agent, depository or counsel selected with reasonable care.

The one or more TRUSTEES, whether original or successor, for the time being in office, shall have full authority to act even though one or more vacancies may exist. A TRUSTEE may, by appropriate written instrument, delegate all or any part of his powers to another or others of the TRUSTEES for such periods and subject to such conditions as such delegating TRUSTEE may determine.

The MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, is authorized to pay to any TRUSTEE (including the MANAGING TRUSTEE) amounts for reasonable expenses incurred and reasonable compensation for services rendered

in the administration of this TRUST, but in no event shall any TRUSTEE who has made a contribution to this TRUST ever receive any compensation thereafter if same would violate any applicable rules or regulations.

Sixth: In extension and not in limitation of the common law and statutory powers of TRUSTEES and other powers granted in this Declaration of Trust, the MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, shall have the following discretionary powers:

a) To invest and reinvest the principal and income of the TRUST in such property, real, personal, or mixed, and in such manner as they shall deem proper, and from time to time to change investments as they shall deem advisable; to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, investment company or any other investment) although some or all of the property so acquired or retained is of a kind or size which but for this express authority would not be considered proper and although all of the TRUST funds are invested in the securities of one company. No principal or income, however, shall be loaned, directly or indirectly, to any TRUSTEE or to anyone else, corporate or otherwise, who has at any time made a contribution to this TRUST, nor to anyone except on the basis of any adequate interest charge and with adequate security.

b) To sell, lease, or exchange any personal, mixed, or real property, at public auction or by private contract, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to the TRUST property, as they consider advisable, whether or not such leases or contracts may extend beyond the duration of the TRUST.

c) To borrow money for such periods, at such rates of interest, and upon such terms as the MANAGING TRUSTEE, upon approval of 50% or more of the TRUSTEES, considers advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this TRUST.

d) To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and other instruments, sealed or unsealed, incident to any transaction in which they engage.

e) To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depository, voting trust, or otherwise, and in this connection to delegate authority to such committee, depository, or TRUSTEES and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.

f) To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as they deem appropriate; to hold TRUST property without indication of fiduciary capacity but only in the name of a registered nominee, provided the TRUST property is at all times identified as such on the books of the TRUST; to employ clerks, accountants, investment counsel, investment agents, and any special services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the TRUSTEES.

g) To establish operating offices in any state and to change the STATE

OF SITUS.

Seventh: The TRUSTEES' powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this TRUST as specified in Article Third and not otherwise.

Eighth: In this Declaration of Trust and in any amendment to it, references to "TRUSTEES" mean the one or more TRUSTEES, whether original or successor, for the time being in office.

Ninth: Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the MANAGING TRUSTEE, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a TRUSTEE under this Declaration of Trust. No one dealing with the TRUSTEES need inquire concerning the validity of anything the TRUSTEES purport to do. No one dealing with the TRUSTEES need see to the application of anything paid or transferred to or upon the order of the TRUSTEES of the TRUST.

Tenth: Any other provisions of this instrument notwithstanding, the MANAGING TRUSTEE shall distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

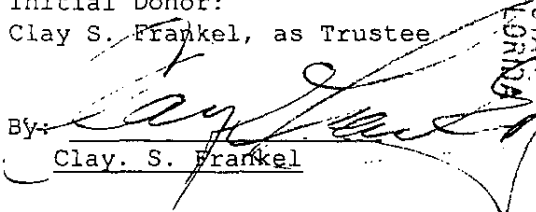
Any other provisions of this instrument notwithstanding, the TRUSTEES will not engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue code, or the corresponding section of any future federal tax code; nor retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code, or the corresponding section of any

future federal tax code; nor make any investments in a manner as to incur tax liability under section 4944 of the Internal Revenue Code, or the corresponding section of any future federal tax code; nor make any taxable expenditures as defined in section 4945(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

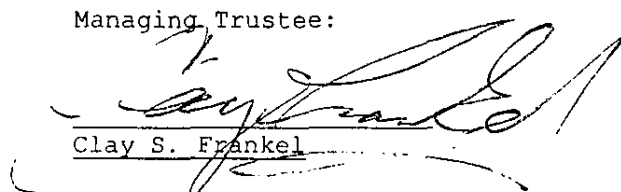
Eleventh: Governing Law. This Agreement is made pursuant to, and shall be interpreted in accordance with, the laws of the STATE OF FLORIDA. However, in any conflict with any section of the Code, the regulations thereunder or any other existing or hereafter promulgated legislative or Treasury requirements for the qualification of the TRUST and for a donor obtaining the full benefit of any income, gift and estate tax charitable deductions to which he (and his estate) may be entitled, the Code, the regulations thereunder and the legislative and Treasury requirements shall govern. Whenever a reference has been made to any section of the Internal Revenue Code, that reference shall be deemed to refer to such other statutory provision as shall correspond to such Code section from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Initial Donor:
Clay S. Frankel, as Trustee

By: 
Clay S. Frankel

Managing Trustee:


Clay S. Frankel

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