



GECI & ASSOCIATES, INC.
E N G I N E E R S

D01000000003
TRANSMITTAL LETTER

February 5, 2001

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

200003653882--3
-02/06/01--01059--004
*****358.75 *****358.75

RE: GECI ENGINEERING
Declaration of Trust

Dear Sirs;

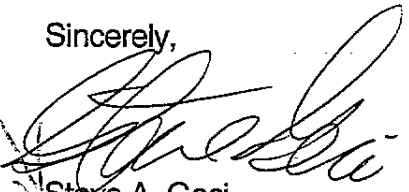
200003653882--3
-02/12/01--01119--012
*****43.75 *****43.75

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

Declaration of Trust	\$350.00
Certified Copy	8.75
	\$350.75

FILED
01 FEB 12 AM 8:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Sincerely,


Steve A. Geci
5 Palafox Place
Pensacola, FL.

per Steve the above (ref) is the exact name of the trust

T. Burch FEB 13 2001

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

FILED

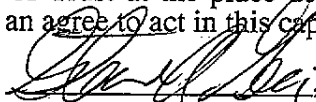
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**GECI ENGINEERING
A FLORIDA TRUST**

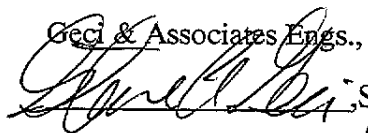
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 GECI ENGINEERING, a FLORIDA Trust hereby affirms in order to file or qualify GECI ENGINEERING, in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is: 5 Palafox Place
Pensacola, Florida 32501
3. The registered agent and street address in the State of Florida are: Steve A. Geci
2820 Semoran Court
Pensacola, Florida 32503
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.


 Steve A. Geci

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.

Geci & Associates Engs., Inc
 Steve A. Geci, President
Chairman of the Board of Trustees

NOTARY PUBLIC

Before the subscriber personally appeared Steve A. Geci, President of Geci & Associated Engineers, Inc. known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he on behalf of Geci & Associates Engineers, Inc., executed the same for the uses and purposes herein set forth, and (X) who is personally known to me or () who produced _____, as identification.


signature

PETER M. KUMMER
print name

Commission No. CC 984680

My Commission expires: Nov 29, 2004

Notary Public, State of Florida

PETER M. KUMMER

Notary Public-State of FL

Comm. Exp: Nov. 29, 2004

Comm. No: CC 984680

Filing Fee	\$ 350.00
Certified Copy	\$ 8.75
Total Enclosed	\$ 358.7

DECLARATION OF TRUST

THIS DECLARATION OF TRUST, made and entered into this 2nd day of February two thousand one, by and between Douglass M. Nabors of Escambia County, Florida, herein after referred to as "Grantor", and Geci & Associates Engineers, a Florida corporation, herein after referred to as "Trustee".

WITNESSETH

WHEREAS, This Trust Agreement is intended to create an irrevocable business trust (the Trust) and not a partnership, joint stock association or corporation. For the purpose of deed the Trust shall function in the capacity of inter vivos, complex, common-law trust, and

WHEREAS, This Trust Agreement is created by and entered into by all parties herein pursuant to their rights under common-law according Florida Statutes sections 2.01 and 609, and

WHEREAS, This Trust shall be irrevocable and not be altered, amended, revoked or terminated by the Grantor, and

WHEREAS, As used in this Trust Agreement the term Trust shall include the entity created hereby, the contents of this Trust Agreement and the Trust Property jointly and severally where applicable, and

NOW, THEREFORE, In consideration of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is acknowledged, the parties hereto, each with the others, do hereby declare and agree to hold and manage the same for Beneficiaries, and any additions to it, in trust, as follows:

ARTICLE I

The Trust shall be called; **GECI ENGINEERING Business Trust, (GEBT)**. Under circumstances in which the Trustee determines that the use of the name of the Trust is not practicable, the Trust may use any other designation or name.

ARTICLE II

The general nature of the business of this Trust is to engage in any and all lawful activity. The Trustee shall have absolute and exclusive power and authority to manage the Trust business and property, limited only as specifically set forth in this Declaration of Trust.

ARTICLE III

(a) There shall be at least one Trustee, who shall serve for the entire term of the trust. Unless tenure is terminated by death, resignation or incapacity to serve. The death, resignation or incapacity of a Trustee shall not terminate the Trust or in any way affect its continuity.

(b) In the event that the Trust is without a Trustee, one of the successor Trustees listed on Schedule "A" shall serve as Trustee.

(c) The Trustee shall conduct business for profit, manage, control and invest the assets of the Trust in furtherance of the trust purpose.

(d) For its ordinary services under this Trust, the Trustee shall be entitled to receive the ordinary and customary fees and charges. An additional reasonable charge will be made for extraordinary services rendered hereunder by Trustee (i.e., legal services, accounting services, engineering services, etc.).

(e) The Trustee may appoint a custodian, who may be given the title of SECRETARY or TREASURER, and he shall keep records of all transactions involving trust business and property. The trustees and/or Custodian shall keep a certified list of all names, addresses and interests of the Holders of Certificates of Capital Units and Certificates of Trust Units.

(f) The Trustee shall provide a Trust Headquarters and place of business, and shall maintain and furnish it with sufficient assets, supplies and personnel to properly conduct the affairs of the Trust.

(g) All taxes, assessments, and other expenses, of any nature, incurred by the Trustee in the administration, maintenance, and protection of this Trust or the Trust assets, shall be a charge upon the Trust assets, and shall be paid to the Trustee in full out of the income or the sale of any part of the Trust assets and prior to distribution of any of the Trust monies or Trust assets to anyone or entity.

(h) The Trustee shall have all power and authority to accomplish the purposes of the Trust and to allocate items of income or expense to either Trust income or principal.

ARTICLE IV

The Trustee shall have the right to resign immediately at any time upon serving notice to the respective Beneficiary(ies), and upon such resignation designate the successor Trustee in accordance with schedule "A", or, in the sole discretion of Trustee convey title to the Beneficiary in their respective interests.

ARTICLE V

"Certificates of Trust Units" also known as, Certificates of Beneficial Interest, means a certificate representing a percentage of the movable "Res" or the PROFITS of the trust. Only the Beneficiaries may receive Certificates of Trust Units. Neither the Grantor, the Trustees, nor the Trust Officers may receive Certificates of Trust Units.

The Holder(s) of any Certificates of Trust Units shall share in dividends and other distributions in the proportion to the number of Certificates of Trust Units owned by the bearer, in relation to the total number of units issued outstanding. The total number of Certificates of Trust Units shall not exceed one hundred (100) units with an indeterminable value. The Holder(s) of Certificates of Trust Units shall not have the right to ask for partition of the Trust Property during the continuance of this Trust. The Holder(s) of any Certificates of Trust Units shall not have any interest in any portion of the Trust Property, and shall only have an interest in dividends and other distributions. In the event of the loss or destruction of a Certificate of Trust Units, the Trustee may issue new Certificate of Trust Units upon such conditions as he deem proper.

ARTICLE VI

The Holder(s) of any Certificates of Trust Units shall not transfer all or part of such interest without prior written approval of the Trustee. Such approval shall be granted in the Trustee's sole discretion. The Trustee must approve any transfer taking effect because of the death of a Holder of a Certificate of Trust

Units, provided the Trustee is reasonably satisfied of the validity of the instrument of transfer. The Holder transferring this interest in a Certificate of Trust Units shall, within ten (10) days after such transfer, notify the Trustee in writing of the transfer, as provided herein.

ARTICLE VII

The Holder(s) of any Trust Certificate Units shall not have any right to alienate, encumber, or hypothecate his interest in the Trust Estate, nor shall such interest be subject to claim(s) of the Holder's creditor(s), or be liable to attachment, execution or other process of law. The interest of each holder shall be free from the control of interference of any creditor of a Holder or any Spouse of a Holder. This paragraph shall not be construed as restriction in any way the exercise of any power or discretion.

The income and principal of this Trust shall be paid over to the Beneficiary at the time and in the manor provided by the terms of the Trust Units issued to it related to its beneficial interest, and always subject to the sole and absolute discretion of the Trustee.

ARTICLE VIII

The death, insolvency or incompetency of a Holder of Trust Certificate Units, or the transfer of any interest thereof, shall not terminate the trust, or entitle the legal representative of the Holder, to any accounting or to any legal action against the Trust Property or Trustee. Upon the death, insolvency, or incompetency of a Holder, his legal representative shall succeed as a Holder and shall be bound by the provisions of this Declaration of Trust. The Trust may continue by renewal in accordance with the purposes herein stated, for the term(s) determined and set by the Trustee.

ARTICLE IX

The Trust shall continue for twenty five (25) years unless terminated otherwise.

ARTICLE X

At the termination of this Trust, the Trust Corpus shall be divided in proportion to the number of Certificates of Capital Units issued. The income and profit derived from the trust shall be divided in proportion to the number of Certificates of Trust Units.

ARTICLE XI

The Trustee shall have the sole power to amend the Trust Agreement in order to accomplish the purposes of the Trust. All instruments amending this Trust Agreement shall be noted upon or kept attached to the executed original of this Trust Agreement held by the Trustee. In accordance with Florida Statute 737.4031, judicial modification of the terms of this trust is expressly prohibited.

ARTICLE XII

The interpretation of this Trust Agreement shall be the sole responsibility of the Trustee. The Trustee is hereby given broad authority for liberal interpretation to accomplish the purposes of the Trust. This Trust Agreement shall be administered under common law through the State of Florida solely in accordance with Florida Statute sections 2.01 and 609. The Trust expressly elects not to be governed by Florida Statute 737.402(4)(a) and the remainder of F.S. 737 shall be considered as guidelines in the administration of this Trust by the Trustees.

ARTICLE XIII

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and the Trustee has hereunto set his hand as of the day and year above written.

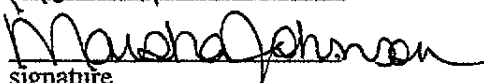
GRANTOR:
DOUGLASS M. NABORS

TRUSTEE:
GECI & ASSOCIATES
ENGINEERS, INC.

By 
Steve A. Geci, President

NOTARY PUBLIC

Before the subscriber personally appeared Douglass M. Nabors known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same for the uses and purposes herein set forth, and () who is personally known to me or (X) who produced ~~Florida Drivers License~~ identification.

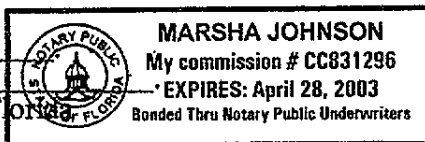

signature

Marsha Johnson
print name

Commission No. _____

My Commission expires: _____

Notary Public, State of Florida



NOTARY PUBLIC

Before the subscriber personally appeared Steve A. Geci, President of Geci & Associated Engineers, Inc. known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he on behalf of Geci & Associates Engineers, Inc., executed the same for the uses and purposes herein set forth, and () who is personally known to me or (X) who produced ~~Florida Drivers License~~ identification.


signature

Marsha Johnson
print name

Commission No. _____

My Commission expires: _____

Notary Public, State of Florida

