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(Requestor's Name)

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PICK-UP WAIT MAIL

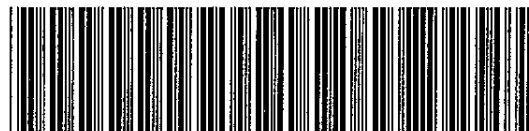
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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FILING OFFICE
MILWAUKEE, WIS. A

C.F. 3-12



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

March 10, 2005

KENNETH NEYBERT
7777 N. WICKHAM RD., STE. 12-229
MELBOURNE, FL 32940

SUBJECT: ENERGY SMART CO. TRUST
Ref. Number: W05000012608

We have received your document for ENERGY SMART CO. 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):

In order to file your declaration of trust you must send us an original copy of the trust.

Please return the 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) 245-6052.

Carolyn Lewis
Regulatory Specialist II
New Filings Section

Letter Number: 305A00016707

PLEASE USE ENCLOSED FED EX FOR RETURN DELIVERY.

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

 **ORIGINAL**

A DECLARATION OF 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 ENERGY SMART COMP^{ANY} TRUST, a
(Name of Trust)

FLORIDA Trust hereby affirms in order to file or qualify
(State)

ENERGY SMART CO. TRUST, in the State of Florida.
(Name of Trust)

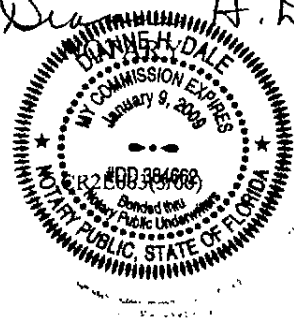
1. Two or more persons are named in the Trust.
2. The principal address is 7777 N. WICKHAM RD #12-229
MELBOURNE, FLORIDA 32940
3. The registered agent and street address in the State of Florida is:
100 REDBUD WOODS TRAIL
PALMIRA, FL 32177
4. Acceptance by the registered agent: Having been named as registered 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.

Kenneth G. Nelson
(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.

Diana H. Dale

Kenneth G. Nelson
Name: KENNETH G. NELSON
Chairman of the Board of Trustees



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

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SECRETARY OF STATE
TALLAHASSEE, FL 32399

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FILED
TALLAHASSEE, FLORIDA

Energy Smart Company Trust

THIS AGREEMENT executed in duplicate this 1st day of January, 2005 A.D., by and between: **Larry M. Reeves, Hawthorne, Alachua County, Florida**, hereinafter called the "Grantor", and **Kenneth G. Neybert, Ellijay, Gilmer County, Georgia**, hereinafter the "Trustee".

WITNESSETH

That the Grantor, for and in consideration of the covenants herein contained and for Ten Dollars (\$10.00) and other good and valuable considerations, hereby transfers, assigns, and delivers to the Trustee all assets shown on Schedule "A", annexed hereto and made a part hereof, receipt of which in Trust is hereby acknowledged by the said Trustee, to be held and administered, together with all other property that may from time to time be added to this Trust, IN TRUST, for the uses and purposes set forth and upon the following terms and conditions.

ARTICLE I

General Purpose: The general purpose of this Trust is to conduct the business affairs of the Trust in that form and manner that would best serve the interest of the Beneficiaries.

ARTICLE II

Trust Powers: The Trustee shall have full power:

- A. Sale, Lease, Etc.: To sell at public sale, exchange or lease any property, real or personal, at any time constituting a portion of the Trust Fund, upon such term and conditions as the Trustee deem wise;

B. Investments: To invest and reinvest the Trust Fund or any part thereof in any property, real or personal, precious metals, gems and coins, or any investment of any kind or description which the Trustee in his (her) sole discretion shall deem wise;

C. Unproductive Assets: To retain, invest or reinvest any part of the Trust Fund in property, real or personal, without any duty to change the form of investment or apportion the proceeds of any sale between tenant and remainderman;

D. Distribution in Kind: The Trustee shall have full power to make distributions, in kind, i.e., either in the form of Trust assets, cash, or a combination of both.

E. Determination of What is Income and Principal: To determine what is "principal" and what is "income" hereunder, in the Trustee's discretion, without regard to any statute or rule of law, provided standard acceptable accounting principles are followed. The Trustee shall not be bound by the following Sections of the Florida Statutes, and shall exercise its discretion in lieu thereof:

1) Section 738., Florida Statutes, concerning bond premium and discount;

2) Section 738., Florida Statutes, concerning unproductive property;

F. Method of Holding Title: To hold Title to any and all property in the name of the Trustee or other nominee without indication of any fiduciary capacity;

G. To Contract: To enter into contracts, legal agreements, of any nature, in the act of conducting the business of the Trust.

H. General Provisions: To exercise any and all powers and discretion given to a Trustee from time to time under the provisions of 737.402 and other laws of the State of Florida not inconsistent with the provisions hereof To exercise any and all powers and discretion necessary in the production of the assets and activities of the Trust.

ARTICLE III

Non-Transferability of Interest: Except for the right to disclaim, no disposition, charge, or encumbrance of either the income or principal of the Trust or of any part thereof by the Beneficiary, by way of anticipation, shall be of any validity or legal effect or be so regarded by the Trustee; and no such income or principal, or any part thereof, shall in any way be liable to any claims or any creditor of the Beneficiary.

ARTICLE IV

Beneficiary: The Beneficiary of this Trust Agreement is Kenneth G. Neybert, Ellijay, Gilmer County, Georgia, Trustee, Team Network Trust.

Beneficiaries Interest: The Trustee shall pay the net income of the Trust Fund to or for the benefit of the Beneficiary as so directed by the Beneficiary in such sums and at such times as the Beneficiary may request from time to time in writing. In the event that the Beneficiary should be unable in the sole opinion of the Trustee (which term includes any Successor Trustees) to make such request in writing, then the Trustee, may pay such amounts as such Trustee, in its sole judgment and discretion, shall deem proper.

ARTICLE V

Exoneration from the Duty to Audit: Any successor Trustee shall not be required or compelled or be under any duty to examine, verify or audit the books, records or accounts of any preceding Trustee and shall not be responsible for any acts or omissions of the resigning or any other Trustee hereunder.

ARTICLE VI

Trustee's Resignation: Each Trustee hereunder (whether originally designated herein or appointed as a successor) shall have the right to resign at any time by giving sixty (60) days written notice to that effect to the current income beneficiary or to the beneficiary or beneficiaries then entitled to any distributions hereunder. Thereafter, such beneficiary or beneficiaries shall have the right within such sixty (60) day period to appoint a Successor Trustee if no Successor Trustee be designated herein and shall notify the resigning Trustee of such appointment. In the event the beneficiaries shall fail to designate a Successor trustee within the time specified, the then acting Trustee may apply to a court of competent jurisdiction for leave to resign, for the appointment of a successor and the judicial settlement of such Trustee's account.

ARTICLE VII

Terms: Whenever convenient or desirable, the term "Trustee", as used in this Agreement, shall include any substitute, successor and additional Trustee, or Trustees, and in the plural. Masculine personal pronouns include the feminine and neuter and the singular and plural may be construed interchangeably.

ARTICLE VIII

Successor Trustee: As appointed in this agreement, the Grantor has appointed **Kenneth G. Neybert**, Trustee. If **Kenneth G. Neybert**, should be unable to serve, for any reason, then the Successor Trustee shall be appointed in accordance with Article VI of this Trust Agreement.

ARTICLE IX

Amendment and Revocation: This Trust Agreement is subject to amendment, modification and or revocation by the Grantor in writing from time to time. The Grantor cannot amend, modify and or revoke this Trust Agreement without the expressed approval, in writing, of the Trustee and Beneficiary.

ARTICLE X

Conflict of Laws: This Trust Agreement shall be construed according to the laws of Florida, The United States Constitution, and the American Common Law, regardless of the Grantor's state of origin or domicile.

ARTICLE XI


When Powers May Be Exercised by a Single Trustee: Where the exercise of the powers of trustees is vested in two or more trustees, the trustees may jointly appoint one of their number to exercise such powers alone, for and on behalf of all the trustees, by the unanimous execution of a resolution to that effect.


IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, and the Trustee has affixed his signature, the day and year aforesaid.


Signed, sealed and delivered in the presence of:

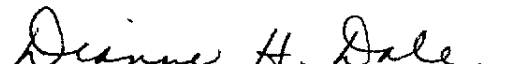

Larry M. Reeves, Grantor


Kenneth G. Neybert, Trustee


Witness


Witness


Witness


Witness

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACKNOWLEDGMENT

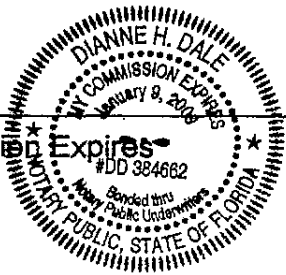
STATE OF Florida

COUNTY OF Putnam

I HEREBY CERTIFY, that on this 11th day of February, 2005, personally appeared before me, the undersigned authority, **Larry M. Reeves and Kenneth G. Neybert**, to me known to be the persons described in and who executed the foregoing instrument and acknowledge the execution thereof to be their free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the date last aforesaid.

Dianne H. Dale
Notary



My Commission Expires

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TALLAHASSEE, FLORIDA