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DIVISION OF CORPORATIONS
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DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

7/3
X



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 215180 80457A

AUTHORIZATION :

Squiddelean

COST LIMIT : \$ 358.75

FILED
06 JUN 30 PM 12:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : June 29, 2006

ORDER TIME : 12:44 PM

ORDER NO. : 215180-010

CUSTOMER NO: 80457A

DOMESTIC FILING

NAME: 3742 NOVA TRUST

EFFECTIVE DATE:

XX DECLARATION OF TRUST
____ CERTIFICATE OF LIMITED PARTNERSHIP
____ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
____ PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Sara Lea - EXT. 2914

EXAMINER'S INITIALS: _____

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

3742 Nova Trust

A Florida Business **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 3742 NovaTrust, a

Florida (Name of Trust)

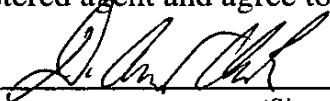
Trust hereby affirms in order to file or qualify

(State)

3742 Nova Trust, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 5111 Ridgewood Avenue, Suite 300, Port Orange,
Florida, 32127
3. The registered agent and street address in the State of Florida is:
D. Andrew Clark,
5111 Ridgewood Avenue, Suite 300, Port Orange, Florida 32127
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.

D. Andrew Clark

Name:

Chairman of the Board of Trustees

Sworn to + Subscribed
before me this 28th day
of June, 2006
NOTARY



Gary Sims

Commission # DD373396

Expires February 11, 2009

Bonded Troy Pain - Insurance, Inc. 800-305-7019

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

TRUST AGREEMENT

This trust agreement is executed as of June 28, 2006, by Clark Properties of Volusia County, LTD, a Florida Limited Partnership (the "Grantor"), and D. Andrew Clark (the "Trustee"), on the following terms and conditions:

ARTICLE I

3742 Nova Trust Agreement

This trust agreement, as from time to time amended, may be designated the "3742 Nova Trust Agreement Dated June 28, 2006," and the initial trust hereby evidenced, as from time to time amended, may be designated the "3742 Nova Trust Dated June 28, 2006."

ARTICLE II

PURPOSES AND FUNDING THE TRUST

A. The Grantor creates this trust to provide a separate business entity within which improved real estate and business use assets (The Rental Real Estate Business Assets) may be held for the purposes of conducting rental real estate and other business activities on the terms and conditions set forth in this instrument.

TRUST PROPERTY

B. The Grantor transfers to the Trustee the Rental Real Estate Business Assets listed on Schedule A, to be held and administered according to the terms of this trust. The Grantor and anyone else, with the consent of the Trustee, may transfer additional property to the Trustee at any time, to be held and administered according to the trust's terms.

ARTICLE III

ADMINISTRATION OF TRUST PRINCIPAL AND INCOME

Commencing as of the date of this trust agreement and continuing thereafter during the term of the trust, the Trustee shall administer the trust principal and any net income thereof as follows:

PAY OR ACCUMULATE INCOME AND PRINCIPAL

A. The Trustee shall distribute to the Grantor such amounts of net income and principal, even to the extent of exhausting principal, as the Trustee believes desirable from time to time. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustee.

POWER OF WITHDRAWAL

B. The Trustee shall distribute to the Grantor such amounts of net income and principal

as the Grantor may from time to time direct in writing.

ARTICLE IV ADMINISTRATIVE PROVISIONS

TRUSTEE POWERS

A. The Trustee shall have the following powers with respect to the trust held under this trust agreement:

1. To hold and retain all or any property received from any source, without regard to diversification, risk or productivity, and to keep all or part of the trust property at any place within the United States or abroad.

2. To invest and reinvest the trust funds (or leave them temporarily uninvested), in any type of property and every kind of investment, including (but not limited to) corporate obligations of every kind, preferred or common stocks, securities of any regulated investment trust, and partnership interests.

3. To engage and participate in the operation of any business or other enterprise, and to incorporate, merge, dissolve, or otherwise change the form of such business conducted by this trust, including the conversion of this trust into a limited liability company, as provided by Florida Statutes 608.439.

4. To establish, hold and otherwise maintain trust accounts of whatever type and interest (including margin accounts) with any bank, savings and loan association, securities firm, insurance company or other financial institution, and to deposit trust funds therein.

5. To borrow money for any reasonable trust purpose and upon such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustees deem advisable.

6. To lend trust funds to such persons and on such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustees deem advisable.

7. To sell or otherwise dispose of trust assets, including (but not limited to) trust real property, for cash or credit, at public or private sale, and with such warranties or indemnifications as the Trustee deems advisable.

8. To buy assets of any type from any person on such terms, including (but not limited to), cash or credit, interest rates, and security, as the Trustees deem advisable.

9. To improve, develop, manage, lease, or abandon any trust assets, as the Trustees deem advisable.

10. To hold property in the name of any Trustee or any custodian or nominee,

without disclosing this trust; but the Trustees are responsible for the acts of any custodian or nominee so used.

11. To pay and advance money for the trust's protection and for all expenses, losses, and liabilities sustained in its administration.

12. To prosecute or defend any action for the protection of the trust, the Trustee in the performance of the Trustee's duties, or both, and to pay, contest, or settle any claim by or against the trust or the Trustees in the performance of the Trustees' duties.

13. To employ persons, even if they are associated with the Trustee, to advise or assist the Trustee in the performance of the Trustee's duties.

14. To determine what is principal or income and what items shall be charged or credited to either.

15. To distribute trust assets in kind or in cash.

16. To execute and deliver any instruments necessary or useful in the exercise of any of these powers.

17. To perform all other acts necessary for the proper management, investment, and distribution of the trust property.

ADDITIONAL POWERS UNDER LAW

B. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of the trust hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

WAIVE COURT ACCOUNTINGS AND BOND

C. To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order of any court with respect to the exercise of any power or discretion granted in this instrument.

THIRD PARTY PROTECTIONS

D. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with a Trustee.

GOVERNING LAW

E. This trust agreement and all actions hereunder shall be governed by and interpreted in

accordance with the laws of the State of Florida.

ARTICLE V TRUSTEE PROVISIONS

TRUSTEE RESIGNATION

A. Any Trustee may resign by giving written notice specifying the resignation's effective date to the designated successor Trustee, if there is one, or otherwise to each beneficiary to whom the current trust income may or must then be distributed.

SUCCESSOR TRUSTEE

B. Except as otherwise provided in paragraphs D and E of this Article, if the Trustee designated hereinabove fails or ceases to act as Trustee hereunder for any reason, or if any successor Trustee appointed as hereinafter provided ceases to act as Trustee hereunder for any reason, the person or persons indicated in paragraph E of this Article shall by written instrument, appoint any person, or any bank or trust company, within or outside the State of Florida, as a successor Trustee.

APPROVAL OF ACCOUNTS

C. The person or persons indicated in paragraph E of this Article may at any time, by written instrument, approve the accounts of the Trustee with the same effect as if the accounts had been approved by a court having jurisdiction of the subject matter and of all necessary parties.

MERGER OF CORPORATE TRUSTEE

D. If any corporate Trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of its corporate predecessor.

TRUSTEE APPOINTERS AND ACCOUNT APPROVERS

E. A successor Trustee may be appointed pursuant to paragraph B of this Article and the accounts of the Trustee may be approved pursuant to paragraph C of this Article by D. Andrew Clark, if then living, and, if not, by the then acting manager of the Grantor.

RIGHTS AND LIABILITIES OF SUCCESSOR TRUSTEE

F. A successor Trustee shall have all of the title, powers, and discretion granted to the original Trustee hereunder, without court order or act of transfer. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee. With the approval of the person or persons indicated in paragraph E of this Article who may approve the accounts of the Trustees, a successor Trustee may accept the accounts furnished, if any, and the property delivered by or for a predecessor Trustee without liability for so doing, and such acceptance shall be a full and

complete discharge to the predecessor Trustee.

TRUSTEE AND TRUSTEES DESIGNATIONS

G. Wherever used in this Agreement (unless the context otherwise indicates), the terms "Trustees" and "Trustee" and any pronoun referring to those terms designate the Trustees or Trustee at any time acting hereunder, without regard to number.

TRUSTEES' COMPENSATION

H. An individual Trustee is entitled to reasonable compensation for services in administering this trust and to reimbursement for expenses, and any corporate Trustee is entitled to compensation based on its published fee schedule in effect at the time its services are rendered.

POWER TO REMOVE AND APPOINT TRUSTEE

I. Notwithstanding any other provision of this Article to the contrary, any Trustee serving hereunder may be removed, and any person, bank or trust company may be appointed as a Trustee hereunder by John Doe, if then living, and, if not, by the then acting manager of the Grantor.

ARTICLE VI RIGHT TO AMEND OR REVOKE TRUST

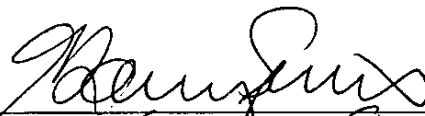
The Grantor reserves the right from time to time, by written instrument (executed by the Grantor) delivered to the Trustee to amend or revoke this trust agreement in whole or in part. If this agreement is completely revoked, all trust property held by the Trustee shall be transferred and delivered to the Grantor or as they may otherwise direct in writing.

IN WITNESS WHEREOF, the Grantor and Trustee hereof have signed this trust agreement on date first above written.

WITNESSES:

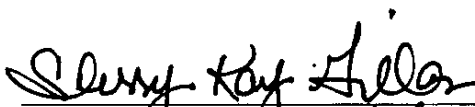
GRANTOR:

Clark Properties of Volusia County, LTD a
Florida General Partnership


Print Name: Gregory Sims

By:  (D. ANDREW CLARK, PRES.)
Clark Properties Corporation, General Partner

TRUSTEE:


Print Name: Sherry Kay Tillan

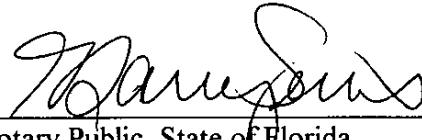

D. Andrew Clark

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing trust agreement was acknowledged before me this 28 day of June, 2006, by D. Andrew Clark, President of Clark Properties Corporation, General partner of Clark Properties of Volusia County, LTD a Florida General Partnership, as the Grantor, who is personally known to me and who did not take an oath.



Notary Public, State of Florida
My Commission Expires:

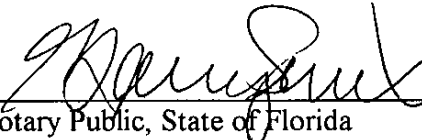


G. Larry Sims
Commission # DD373396
Expires February 11, 2009
Bonded Troy Pain - Insurance, Inc. 800-385-7019

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing trust agreement was acknowledged before me this 28 day of June, 2006, by D. Andrew Clark, as the Trustee, who is personally known to me and who did not take an oath.



Notary Public, State of Florida
My Commission Expires:



G. Larry Sims
Commission # DD373396
Expires February 11, 2009
Bonded Troy Pain - Insurance, Inc. 800-385-7019

This trust agreement was prepared by:

G. Larry Sims, Esquire
Black, Sims and Birch, L.L.P.
Post Office Drawer 265669
Daytona Beach, Florida 32126-5669

G. Larry Sims
Commission # DD373396
Expires February 11, 2009
Bonded Troy Pain - Insurance, Inc. 800-385-7019

SCHEDULE OF PROPERTY

This schedule is attached to and forms a part of that certain trust agreement executed by Clark Properties of Volusia County, LTD, as the Grantor, and D. Andrew Clark, as the Trustee of the 3742 Nova Trust Dated June __, 2006, and identifies the initial trust property held subject to that trust.

1. Cash.....\$100.00.
2. Real property lying and being in Volusia County, Florida, Parcel ID (Folio) #6337-01-____, and legally described as:
25-0040
See Attached Exhibit "A"

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 4, BLOCK 25, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 4, THENCE ALONG THE WESTERLY LINE THEREOF RUN N 24° 07' 29" W, A DISTANCE OF 660.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTH LINE THEREOF RUN N 66° 45' 21" E, A DISTANCE OF 580.31 FEET TO THE NEW RIGHT OF WAY LINE OF NOVA ROAD; THENCE ALONG SAID LINE RUN S 24° 48' 35" E, A DISTANCE OF 300.30 FEET; THENCE DEPARTING SAID LINE RUN ALONG A LINE BEING 360.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 4 S 66° 43' 25" W, A DISTANCE OF 380.82 FEET; THENCE S 24° 46' 59" E., A DISTANCE OF 360.00 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE ALONG SAID SOUTH LINE RUN S 66° 43' 25" W, A DISTANCE OF 207.21 FEET TO THE POINT OF BEGINNING.