

D04000000008

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

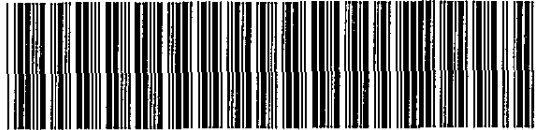
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200028197022

200028197022
02/17/04--01028--026 **358.75

FILED

04 FEB 16 PM 2:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

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

SUBJECT: FISHER FAMILY LAND TRUST

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: David E Fisher
Name (Printed or typed)

2021 Merlin Court
Address

Naples FL 34105
City, State & Zip

239-262-1549
Daytime Telephone number

RECEIVED
04 FEB 16 PM 5:44
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FL 32314

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

04 FEB 16 PM 2:31

FISHER FAMILY LAND TRUST

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A FLORIDA 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 FISHER FAMILY LAND TRUST, a
(Name of Trust)

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

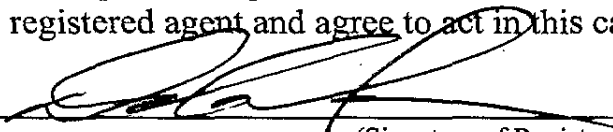
FISHER FAMILY LAND TRUST, in the State of Florida.
(Name of Trust)

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

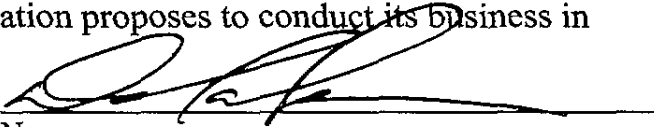
2. The principal address is 2021 Merlin Court
Naples FL 34105

3. The registered agent and street address in the State of Florida is:
DAVID E FISHER SR
2021 MERLIN COURT NAPLES, FL 34105

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.

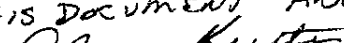

Name:
Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

CR2E063(3/00)

ON THIS 9TH DAY OF FEBRUARY 2004
BEFORE ME, DAVID E. FISHER WHO IS PERSONALLY
KNOWN TO ME SIGNED THIS DOCUMENT ABOVE




Alana Kristen
Commission #DD283106
Expires: Jan 21 2008

FILED

04 FEB 16 PM 2:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FISHER FAMILY
LAND TRUST AGREEMENT

This Trust Agreement entered into this 26 day of January, 2004, between DAVID E. FISHER, SR., and PAM SIMSON FISHER as Trustees, hereinafter referred to as "Trustees", which description shall include multiple Trustees and all successor Trustees, and DAVID E. FISHER, SR., and PAM SIMSON FISHER as Settlers, and himself/herself and family members called the "Beneficiaries", whether one or more, which designation shall include all successors in interest to any such Beneficiary.

OR

We, DAVID E. FISHER, SR. and PAM SIMSON FISHER, both of Collier County, Florida, on this 26 day of January, 2004, hereby transfer to ourselves as trustees (herein referred to as "Trustees") the property described below, which property and all investments and reinvestments thereof and additions thereto (the "trust property") shall be held subject to the terms of this Trust:

ARTICLE 1 - FAMILY

We, PAM SIMSON FISHER and DAVID E. FISHER, SR. have three (3) children now living, namely, AMY MARIE FISHER, DAVID EDWARD FISHER, JR. and MATTHEW SCOTT FISHER.

ARTICLE 2 - TRUST PURPOSE

That the Trustees have taken title or intends to take title to that certain real property described as follows:

(See Exhibit "A")

and that when the Trustees have taken title to that property or to any other property conveyed to the Trustees as Trustees under this Agreement, the Trustees will hold the title, in trust, for the following uses and purposes and subject to the following terms and conditions:

1. **NAME OF TRUST:** This Land Trust Agreement, as from time to time amended, is designated the "FISHER FAMILY LAND TRUST dated January 26, 2004."

2. **OBJECTS AND PURPOSES OF TRUST:** The objects and purposes of this trust shall be to hold title to the trust property and to protect and conserve it until its sale or other disposition or liquidation. The Trustees shall not manage or operate the trust property nor undertake any other activity not necessary to the attainment of the foregoing objects and purposes; nor shall the Trustees transact business of any kind with respect to the trust property within the meaning of Chapter 609 of the Florida Statutes, or any other law; nor shall this Agreement be deemed to be,

or create or evidence the existence of, a corporation, de facto or de jure, or any other type of business trust, or an association in the nature of a corporation, or a co-partnership or joint venture by or between the Trustees and the Beneficiaries, or by or between the Beneficiaries.

3. BENEFICIARIES MANAGE AND OPERATE TRUST PROPERTY: The Beneficiaries in their own right shall have full and exclusive control over the management and operation of the trust property and control of the building, selling, renting and other handling and disposition of it; and each Beneficiary or his or her agent shall collect and otherwise handle his or her share of the rents, avails and the proceeds of any sale or other disposition of that property and the Trustees shall have no duty respecting the payment of taxes, insurance premiums or other costs or charges against or concerning the trust property.

4. AMENDMENT OF TRUST AGREEMENT: This Agreement may be amended, revoked or terminated at any time or times by the Settlers in a written document signed by the Settlers.

5. TERMINATION OF TRUST. The trust instrument may be terminated at any time by all of the beneficiaries by notice in writing to the Trustees, but such termination shall be effective only when a certificate thereof, signed and acknowledged by the Trustees, shall be recorded with the Public Records; and the trust shall terminate, in any event, twenty years after the death of the last Trustee hereinabove named. In case of any such termination, the Trustees shall transfer and convey the specific assets constituting the trust property, subject to any leases, mortgages, contracts or other encumbrances on the trust property, to the beneficiaries as tenants in common in proportion to their respective interests hereunder.

ARTICLE 2 - BENEFICIARIES

1. IDENTIFICATION OF BENEFICIARIES:

a. The term "beneficiaries" wherever used herein shall mean our three (3) children, AMY MARIE FISHER, DAVID EDWARD FISHER, JR. and MATTHEW SCOTT FISHER, per stirpes.

2. INTERESTS OF BENEFICIARIES ARE PERSONALTY: The interests of the vested beneficiaries shall consist solely of the following rights respecting the trust property:

a. The right to direct the Trustees to convey or otherwise deal with the title to the trust property as hereinafter set out.

b. The right to receive the proceeds and avails from the rental, sale, mortgage or other disposition of the property.

c. 66-2/3% consent shall be required from the vested beneficiaries for them to direct the Trustees as set forth herein.

The foregoing rights shall be deemed to be personal property and may be assigned or otherwise transferred as such subject to the restrictions set forth below. No Beneficiary shall have any legal or equitable right, title or interest, as realty, in or to any real estate held in trust under this Agreement, or the right to require partition of that real estate, but shall have only the rights, as personalty, set out above; and the death of a beneficiary shall not terminate this trust or in any manner affect the powers of the Trustees.

3. METHOD OF ASSIGNING INTEREST OF BENEFICIARY: The interest of a beneficiary, or any part of that interest, may be transferred only by a written assignment executed and delivered to the Trustees. The Trustees shall note the Trustees's acceptance on the assignment, retain the original and deliver a photocopy of the original to the assignee as and for his or her evidence of ownership of a beneficial interest under this Agreement. No assignment of any interest under this Agreement other than by operation of law that is not so executed, delivered and accepted shall be binding upon the Trustees.

Any assignor of any interest shall remain liable as a surety for the performance of the terms and provisions of this Agreement unless the remaining Beneficiaries agree to release said Beneficiary from the terms and provisions hereof.

No assignment of any interest that includes the power to direct the Trustees to convey or otherwise deal with the property shall be valid without the written approval of all of the other beneficiaries.

4. DELINQUENT BENEFICIARY: If, within twenty-one (21) days after written notice by the Trustees, a Beneficiary shall fail to pay his pro-rata share of any trust expense including, but not limited to, Trustees's fees, land costs, ad valorem taxes, assessments, all mortgage payments, said Beneficiary shall be considered delinquent and shall be subject to the following provision: The delinquent Beneficiary shall be given written notice of the delinquency by certified mail and, unless corrected within seven (7) days after the sending of such notice, the beneficial interest of such delinquent Beneficiary may be terminated and may be distributed among the remaining Beneficiaries who elect to purchase such delinquent Beneficiary's share within fourteen (14) days after the Trustees mail to the Beneficiaries written notice that such share is available. The purchase price of such share shall be the smaller of the following amounts: 1. the total dollar contribution made by such Beneficiary; or 2. the fair market value of such Beneficiary's interest at the time of such default, as such value is established by the Trustees. The purchase price of such delinquent Beneficiary's interest may be paid in cash by the Trustees or by a five (5) year promissory note at 5% annual interest executed by the Beneficiaries electing to purchase such interest.

5. DEFAULTING BENEFICIARY: In addition to the foregoing section, and not in substitution or limitation thereof, any Beneficiary who breaches this Agreement shall be liable for the damages caused by such Beneficiary's delinquency or default, such damages to include all costs and attorney's fees, together with costs and lawyer's fees charged for appellate proceedings.

ARTICLE 3 - TRUSTEES

1. Should both DAVID E. FISHER, SR. and PAM SIMSON FISHER resign or be unable to act as Trustees, the Beneficiaries owning 100% of the beneficial interest shall appoint a successor trustee.

Such successor shall serve in the event of the death, resignation, removal or incapacity of the named Trustee(s). Incapacity of a Trustee shall be established by the written opinion of two duly licensed physicians that such Trustee is unable to carry on the duties of a Trustee hereunder due to physical or mental incapacity.

2. RESIGNATION OF TRUSTEE: The Trustee may resign at any time by sending a notice of intention to do so by certified mail to each of the Beneficiaries under this Agreement at his or her address last known to the Trustee. The resignation shall become effective ten (10) days after the mailing of those notices. Upon such effective date of resignation, the successor Trustee herein named shall serve in place of such former Trustee. If no successor is named herein, or if such successor cannot or will not serve, this must be stated in the notice of resignation, in which case a successor or successors shall be appointed by the holders of more than a 60% beneficial interest in this trust and the Trustee shall convey the trust property to that successor or successors in trust. If no successor in trust is so named within ten (10) days after the mailing of the notices, the Trustee may convey the trust property to the Beneficiaries in accordance with their respective interests; or the Trustee, at the Trustee's option, may file an action for appropriate relief in any court of competent jurisdiction. The Trustee, notwithstanding the resignation, shall continue to have a lien on the trust property for its costs, expenses and attorneys' fees and for the Trustee's reasonable compensation.

3. COMPENSATION OF TRUSTEE: The Trustee(s) of this trust shall not be entitled to compensation for performing the duties imposed on the Trustee under this Agreement, unless a corporate Successor Trustee is appointed.

4. TRUSTEE AS BENEFICIARY: Any trustee may, without impropriety, become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he or she were not a trustee.

5. TRUSTEE NOT INDIVIDUALLY LIABLE: The Trustee shall not be required, in dealing with the trust property or in otherwise acting under this Agreement: (a.) to enter into any individual contract or other individual obligation whatsoever; (b.) to make itself individually liable to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liability or obligation whatsoever arising from its ownership as Trustee of the legal title to the trust property, or with respect to any act done or contract entered into or indebtedness incurred by it in dealing with the trust property or in otherwise acting under this Agreement, except only as far as the trust property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of that liability or obligation.

6. NO BOND OR COURT ACCOUNTING REQUIRED: No bond or surety is require of any trustee. No trustee shall be obligated to account to any court for the administration of any trust created under this instrument.

ARTICLE 4 - ADMINISTRATIVE PROVISIONS

1. DUTIES OF TRUSTEE: The Trustee assumes and agrees to perform the following active and affirmative duties:

a. To execute instruments: When and as directed to do so by the holders of 100% of the vested beneficial interest in this trust, the Trustee shall execute all instruments necessary to protect and conserve the trust property; to sell, contract to sell and grant options to purchase the property and any right, title or interest in it on any terms; to exchange all or any part of the property upon any terms for any other property, real, personal or mixed; to convey the property by deed or other conveyance to any grantee with or without consideration; to mortgage, pledge or otherwise encumber the property or any part of it; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the property or any part of it from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in, to or about the property or any part of it.

b. To sell trust property and distribute proceeds: If any property shall remain in trust under this Agreement thirty (30) years from the date of this Agreement, the trustee forthwith shall sell it after reasonable notice to the Beneficiaries; and after deducting the Trustee's reasonable fees and expenses, the Trustee shall divide the proceeds of the sale among the Beneficiaries as their interests may then appear without any direction or consent whatsoever, or to transfer, set over, convey and deliver to all the then Beneficiaries of this trust, their respective undivided interests in any non-divisible assets, or to transfer, set over and deliver all of the assets of the trust to its Beneficiaries in their respective proportionate interests at any time that the assets of the trust consist solely of cash.

c. To furnish information concerning taxes and assessments: Within fourteen (14) days after receipt of notice of and taxes and assessments for public improvements that may be levied upon or against the trust property, the trustee shall advise the Beneficiaries of this trust of their amount, due date and the available discount for their prompt payment.

d. To file ad valorem tax returns: The Trustee shall file all yearly ad valorem tax returns covering any real property held in trust under this Agreement as and when required by any county, municipality or other governing body.

e. To keep records of trust: The Trustee shall keep and render full and correct accounts with respect to the administration of the trust.

f. To prepare fiduciary reports: The Trustee shall prepare data for all fiduciary reports and submit such data annually to the Beneficiaries of the trust.

g. To submit terminal accounting: The Trustee shall prepare and submit a final report to the Beneficiaries on termination of the trust.

h. To inform about zoning, rezoning and condemnation: The Trustee shall advise the Beneficiaries of any violation of State statutes or any ordinances affecting the land or buildings involved in the trust that may come to the attention of the Trustee.

i. To provide insurance on trust property: The Trustee shall compel the Beneficiaries of this trust to furnish, pay for and keep in force, in the name and for the benefit of the Trustee, such insurance (including, without limitation, workmen's compensation and public liability insurance) as the Trustee may at any time request, in such companies, in such amounts and against such risks all perils as may be specified by the Trustee. If the Beneficiaries shall fail, neglect or refuse so to do, the Trustee may obtain that insurance but shall not be required to, and the Beneficiaries jointly and severally agree to reimburse the Trustee for the premiums on the insurance.

2. PROTECTION OF THIRD PARTIES DEALING WITH TRUSTEE: No party dealing with the Trustee in relation to the trust property in any manner whatsoever, and (without limiting the foregoing) no party to whom the property or any part of it or any interest in it shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee shall be obliged: a. to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property; b. to see that the terms of this Trust Agreement have been complied with; c. to inquire into the authority, necessity or expediency of any act of the Trustee; or d. be privileged to inquire into any of the terms of this Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the trust property shall be conclusive evidence in favor of every person claiming any right, title or interest under the trust; 1. that at the time of its delivery the trust created under this Agreement was in full force and effect; 2. that the instrument was executed in accordance with the terms and conditions of this Agreement and all amendments, if any, and is binding upon all Beneficiaries under it; 3. that the Trustee was duly authorized and empowered to execute and deliver every such instrument; 4. if a conveyance has been made to successor or successors in trust, that the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

3. TRUST AGREEMENT NOT TO BE RECORDED: This Agreement shall not be placed on record in the county in which the trust property is situated, or elsewhere; but if it is so recorded, that recording shall not be considered as notice of the rights of any person under this Agreement derogatory to the title or powers of the Trustee.

4. BENEFICIARY CANNOT BIND TRUSTEE OR OTHER BENEFICIARY: No Beneficiary shall have the authority to contract for or in the name of the Trustee or any other Beneficiary or to bind the Trustee or any other Beneficiary personally.

5. FORBIDDING USE OF NAME OF TRUSTEE FOR PUBLICITY: The name of the Trustee shall not be used by the Beneficiaries in connection with and advertising or other publicity whatsoever without the written consent of the Trustee.

6. TRUSTEE SHALL FILE INCOME TAX RETURNS: The Trustee shall be obligated to file any income tax returns with respect to this trust as required by law, and the Beneficiaries individually shall report and pay their share of income taxes on the earnings and avails of the trust property or growing out of their interest under this trust.


7. FLORIDA LAW GOVERNS CONSTRUCTION: This Agreement shall be construed in accordance with the laws of the State of Florida.

8. CERTIFIED COPIES SATISFACTORY EVIDENCE: Copies of this Agreement or any amendment to it, certified by the Trustee to be true and correct, shall be satisfactory evidence of such Agreement for all purposes.

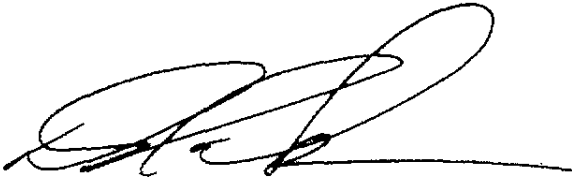
9. SUCCESSORS BOUND BY THIS AGREEMENT: The terms and conditions of this Agreement shall inure to the benefit of and be binding upon any successor Trustee under it, as well as upon the executors, administrators, heirs, assigns and all other successors in interest of the Beneficiaries.

IN WITNESS WHEREOF, the Settlor and initial Trustee have executed this Land Trust Agreement the day and year first above written.


WITNESSES TO SIGNATURE(S):



Babak Gohari
(Printed Name of Witness)



DAVID E. FISHER, SR., Settlor/Trustee



Steven D. Woods
(Printed Name of Witness)



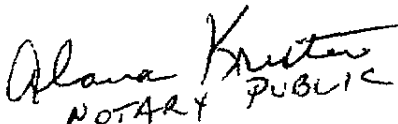
PAM SIMSON FISHER, Settlor/Trustee

STATE OF FLORIDA
COUNTY OF COLLIER

The Foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 2004, by DAVID E. FISHER, SR. and PAM SIMSON FISHER, as PERSONALLY KNOWN TO ME



Alana Kristen
Commission #DD283106
Expires: Jan 21, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

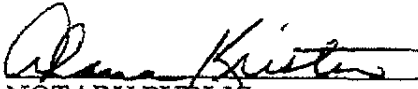

NOTARY PUBLIC

Trustees and as Settlor, [] who are personally known to me or [] who produced _____ as evidence of identification. (Notary must check appropriate language.) An oath was not administered.

(NOTARY SEAL HERE)



Alana Kristen
Commission #DD283106
Expires: Jan 21, 2008
Bonded Thru
Atlantic Bonding Co., Inc.



NOTARY PUBLIC
ALANA KRISTEN
(Printed Name of Notary)
My Commission expires:

THIS INSTRUMENT PREPARED BY:

Gary K. Wilson, Esq.
Porter, Wright, Morris & Arthur
5801 Pelican Bay Blvd., Suite 400
Naples, Florida 34108

NAPLES/269431 v.01

FILED
04 FEB 16 PM 2:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "A"

Platinum's Duplex Lots

1	700/02 Harry Ave. S	33-44-26-07-00012.0010	1021	75	1096
2	1800/02 Hank Ave	04-45-26-05-00002.0060	667.85	300	967.85
3	701/03 Gilbert Ave. S	33-44-26-07-00015.0240	961.27	50	1011.27
4	1101/03 Gilbert Ave. S	33-44-26-07-00021.0240	441.5	75	516.5
5	1529/31 Gilbert Ave. S	04-45-26-05-00009.0850	1150.23	50	2000.23
6	1108/10 Harold Ave. S	33-44-26-07-00018.0030	949.38	50	999.38
7	4413/15 25th St. SW	04-45-26-05-00015.0120	1138.79	50	1183.79
8	304/06 Gordon Ave. S	33-44-26-07-00009.0020	<u>1098.12</u>	<u>50</u>	<u>1148.12</u>
			7428.14	700	8923.14

04 FEB 16 PM 2:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED