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CERTIFICATION OF TRUST

The undersigned, being first duly sworn, is executing this Certification of Trust as Trustee of the William J. Demmer Trust dated September 28, 1998, and any amendments thereto (the "Trust Agreement"):


1. This Certificate is given pursuant to Section 736.1017 of the Florida Statutes.
2. *Name of the Trust Agreement:* William J. Demmer Trust dated September 28, 1998, and any amendments thereto.
3. *Date of the Trust Agreement:* The Trust Agreement was executed on September 28, 1998 and last amended and restated in its entirety on May 6, 2020.
4. *Identity of the Settlor:* William J. Demmer.
5. *Identity and Address of the Currently Acting Trustee under the Trust Agreement:*
William J. Demmer, 1317 Park Place, Plymouth, Michigan 48170
6. *Powers of the Trustee:* The powers of the Trustee are attached as Exhibit A.
7. *Legal Description of the Affected Real Property:* Real property located in Collier County, Florida, to-wit:

Unit 1705, Cozumel Condominium, together with an undivided interest in the Common Elements, according to the Declaration of Condominium for Cozumel, a Condominium, recorded in O.R. Book 2380, Page 0944, Public Records of Collier County, Florida

TOGETHER with the exclusive right to use Parking Space No. 26-27 and Storage Space No. 116, as shown on Exhibit C, Pages 1 and 2 to said Declaration.

- 8. *Manner of Taking Title to Trust Property:* The affected real property of the Trust is currently titled in the name of William J. Demmer, Trustee of the William J. Demmer Trust dated September 28, 1998, and any amendments thereto.
- 9. The Trustee has the sole authority to sign on behalf of the Trust Agreement.
- 10. The Trust Agreement is revocable. William J. Demmer, as Grantor, has the power to revoke the Trust Agreement.
- 11. The Trust Agreement has not been revoked, modified, or amended in any manner that would cause the representations in this Certification to be incorrect.
- 12. The Trust Agreement exists and is still in full force and effect.
- 13. The Trust Agreement is governed by the laws of the State of Michigan.

Dated: AUGUST 20, 2020




 William J. Demmer, Trustee of the William J. Demmer Trust dated September 28, 1998, and any amendments thereto

STATE OF MICHIGAN)
) ss.
 COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 20 day of AUGUST, 2020 by William J. Demmer, Trustee of the William J. Demmer Trust dated September 28, 1998, and any amendments thereto, who [] is personally known or [] has produced a driver's license as identification.

[Notary Seal]



 Rodney A. Gildenstern, Notary Public
 State of Michigan, County of Livingston in Wayne
 My Commission Expires: 1-7-25
 Acting in the County of Wayne

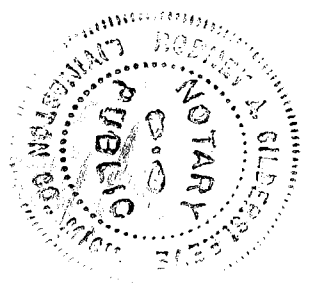


EXHIBIT A**“ARTICLE VI
TRUSTEE POWERS**

A. Powers Granted. The Trustee shall have all powers conferred by Michigan law, including, without limitation, all powers granted under Michigan Compiled Laws (“MCL”) sections 700.7816 through 700.7821, which powers are incorporated herein by reference. In addition to all such powers, the Trustee shall have the following powers, in a fiduciary capacity, and any others that are granted by law. Subject to the limitations provided in this Article, the Trustee of each trust hereunder may:

1. Hold and Retain. Hold and retain all or any part of the assets belonging to the trust in the form received by the Trustee, including, without limitation, any Business Assets and any stock or interest in Sunset Harbour, Inc., Silverview Associates LLC, and Strategic Holdings LLC, along with spin-offs, successors or derivatives of any of the foregoing, as long as the Trustee may deem advisable, without liability for depreciation or loss (even though such assets, by reason of such assets’ character, amount, or proportion to the total assets of the trust or my probate estate, would not be considered an appropriate or prudent investment for a fiduciary apart from this provision) and without regard to diversification of investments.

2. Special Assets or Concentrated Positions. Hold and retain any or all assets in the form in which the same shall be received by the Trustee although such assets represent a large percentage of the total assets of the trust or even the entirety thereof, including, without limitation, any Business Assets and any stock or interest in Sunset Harbour, Inc., Silverview Associates LLC, and Strategic Holdings LLC, along with spin-offs, successors or derivatives of any of the foregoing, unless herein otherwise directed. The Trustee may consider an asset’s special relationship or special value, if any, to the purposes of the trust, or to one or more of the trust beneficiaries. The Trustee is not required to diversify the trust investments where the Trustee determines, in the Trustee’s discretion, that because of the circumstances, my intent and the purposes of the trust are better served without diversifying. The Trustee is specifically permitted to retain such assets, even in a manner that is not consistent with the Michigan Prudent Investor Rule, MCL 700.1501 et seq., the Restatement (3rd) of Trusts, or any common law trust investment principles regarding diversification of trust assets. Notwithstanding any otherwise applicable legal restriction, any Trustee in its individual capacity or as Trustee of other trusts may purchase all or any part of any partnership, limited liability company or other entity interest held as part of the assets of the trust pursuant to the terms of the applicable partnership, operating or other owner’s agreement. The trust shall indemnify and hold harmless the Trustee from and against any loss, expense, damage or injury suffered or sustained as a result of a claim by any beneficiary relating to the Trustee retaining and not diversifying any ownership interest in a partnership, limited liability company or other entity, including, without limitation, any Business Assets and any stock or interest in Sunset Harbour, Inc., Silverview Associates LLC, and Strategic Holdings LLC, along with spin-offs, successors or derivatives of any of the foregoing.

3. **Invest and Reinvest.** Invest and reinvest trust assets (or leave them temporarily uninvested), in any type of assets and any kind of investments, including, without limitation, any Business Assets and any stock or interest in Sunset Harbour, Inc., Silverview Associates LLC, and Holdings LLC, along with spin-offs, successors or derivatives of any of the foregoing, corporate obligations of every kind, preferred or common stocks, common trust funds (including, without limitation, those of any corporate Trustee), securities of any regulated investment trust, and partnership or limited liability company interests.

4. **Business Matters.** Carry on (either individually as Trustee or with others as entity owner or otherwise) any interest in any business enterprise held in a trust hereunder, including, without limitation, any Business Assets and any stock or interest in Sunset Harbour, Inc., Silverview Associates LLC, and Strategic Holdings LLC, along with spin-offs, successors or derivatives of any of the foregoing, or other corporate stock, partnership interest, membership interest or any other interest in any other entity, for as long and in such manner as the Trustee determines; to have all the power and authority to act as an entity owner with respect to any entity and to manage or participate in the management of the entity.

5. **Voting Matters.** Vote, or give proxies to vote, in any kind of investment, including (but not limited to) with respect to any Business Assets and any stock or interest in Sunset Harbour, Inc., Silverview Associates LLC, and Strategic Holdings LLC, along with spin-offs, successors or derivatives of any of the foregoing, corporate obligations of every kind, preferred or common stocks, securities of any regulated investment trust, and partnership or limited liability company interests.

7. **Bank and Investment Accounts.** Open bank and investment accounts of any type, including, without limitation, checking, savings, money market and securities accounts with any bank, savings and loan, credit union, brokerage firm, or other financial institution, and carry on ordinary banking business by depositing funds (by check or other negotiable paper) in and withdrawing funds (by check or withdrawal slip) from such accounts, and closing such accounts.

8. **Common Funds.** Invest as a common fund with the assets of any other trusts created by me, or any other person at any other time, if such trusts contain substantially the same terms for the same beneficiaries.

9. **Common Trust Funds.** If the Trustee is a corporation with fiduciary powers, invest the trust assets in common trust funds and mutual funds managed by or affiliated in any way with such corporate Trustee.

10. **Acquire by Purchase or Otherwise.** Acquire by purchase or otherwise any kind of property, real and personal, including, without limitation, common stock, partnership interests, limited partnership interests and limited liability company interests, without being limited to investments authorized for fiduciaries and without diversification as to kind or amount from any person on terms, including, without limitation, cash or credit, interest rates, and security, as the Trustee determines.

11. ***Sale or Disposition of Assets.*** Sell or otherwise dispose of trust assets, including, without limitation, trust real or personal property or Business Assets, for cash or credit, at public or private sale, and with such warranties or indemnifications as the Trustee may choose to give or require.

12. ***Management of Assets.*** Improve, develop, manage, lease, partition, or grant an option with respect to, or abandon any trust assets.

13. ***Transactions with Probate Estate or Other Fiduciaries.*** Enter into any transaction with the personal representative of my probate estate without the necessity of the consent or approval of any interested person or a court, and enter into any transaction with the trustee of any trust or the personal representative of any other probate estate in which any beneficiary hereunder has an interest, even though a fiduciary of such other trust or probate estate is also a Trustee hereunder.

14. ***Purchases From and Loans to my Probate Estate.*** Purchase any securities or other assets belonging to my probate estate, and loan to the Personal Representative of my probate estate such amounts from the trust as the Trustee may deem necessary to protect and conserve the assets of my probate estate. The Trustee need not require security for any such loan. The Trustee shall not be liable for any loss resulting from a purchase or loan pursuant to this Paragraph.

15. ***Purchase Assets from My Spouse or Marital Trust.*** Purchase assets from my spouse, or from a so-called marital or QTIP trust or trusts for the benefit of my spouse, or from a combination of them, and give as fair and adequate consideration a private annuity or installment note for the benefit of my spouse.

16. ***Loans.*** Lend trust assets to such persons or entities and on such terms, including, without limitation, interest rates, security, and loan duration, as the Trustee deems advisable.

17. ***Borrowing.*** Borrow money (including, without limitation, loans from any corporate Trustee) for any reasonable trust purpose and at reasonable terms, including, without limitation, interest rates, security, and loan duration.

18. ***Guaranties.*** Give guaranties by the trust of any loan to (a) me or any beneficiary hereunder, (b) any irrevocable trust created by me, (c) any entity owned, wholly or in part, by me or one or more other beneficiaries hereunder, (d) any entity owned, wholly or in part, by any irrevocable trust established by me, (e) any other trust hereunder, or (f) any entity owned, wholly or in part, by any other trust hereunder.

19. ***Pledges.*** Pledge assets of the trust to secure any loan to (a) me or any beneficiary hereunder, (b) any irrevocable trust created by me, (c) any entity owned, wholly or in part, by me or one or more other beneficiaries hereunder, (d) any entity owned, wholly or in part, by any irrevocable trust established by me, (e) any other trust hereunder, or (f) any entity owned, wholly or in part, by any other trust hereunder.

20. **Operation of a Business.** Participate in the operation of any business or other enterprise, and incorporate, dissolve, or otherwise change the form of the business.

21. **Custodian or Nominee.** Hold assets in the name of any Trustee or any custodian or nominee, without disclosing the trust, understanding that the Trustee remains responsible for the assets and the acts of any such custodian or nominee.

22. **Insurance Policies.** Receive, apply for, own, pay premiums on, borrow upon, and make claims against any insurance policy owned or to be owned by the trust (including, without limitation, fire, casualty, liability, or other kinds of insurance to protect the assets of the trust or the Trustee of the trust, or life insurance on any person's life) and exercise, as absolute owner, all of the options, benefits, rights, and privileges under any insurance policies held by the trust.

23. **Disclaimers.** Execute disclaimers with respect to any interest or asset to which I am or the trust is the recipient, donee, or transferee.

24. **Release Certain Powers.** Release or disclaim all or any part of a general power or special power, even if a special power is not presently exercisable or is exercisable in a fiduciary capacity that requires the exercise of the power, if the Trustee, in the Trustee's sole discretion, determines that the release or disclaimer is necessary to qualify a trust (a) for the marital or charitable deductions for federal estate or gift tax purposes or (b) as an eligible shareholder of an S corporation (as defined in Section 1361(b) of the Code).

25. **Disclaim Fiduciary Powers.** Disclaim any power as Trustee hereunder; provided, however, that the Trustee shall not disclaim any power with respect to a trust hereunder if such disclaimer would affect adversely a marital or charitable tax deduction unless it clearly would benefit the beneficiaries.

26. **Expenses, Losses, and Liabilities of the Trust.** Pay and advance money for the trust's protection and for all expenses, losses, and liabilities sustained in its administration.

27. **Claims and Actions.** Prosecute or defend any action for the protection of the trust and the Trustee in the performance of the Trustee's duties, and pay, contest, or settle any claim by or against the trust or the Trustee in the performance of the Trustee's duties.

28. **Employment of Professionals and Agents.** Employ, and pay reasonable compensation for services performed by, lawyers, accountants, agents, attorneys-in-fact, brokers, custodians, investment counsel, investment managers, and other advisers as the Trustee may deem useful and appropriate for the administration of the trust, delegate to such person any power of the Trustee, and rely on such person's recommendations without liability to any beneficiary. The Trustee may employ a professional investment adviser in managing the investments of the trust (including, without limitation, any investment in a mutual fund, investment trust, or managed account), delegate to such adviser any discretionary investment power, and rely on such adviser's investment

recommendations without liability to any beneficiary. The Trustee may employ any of such persons even if such person is associated with a Trustee and to act without independent investigation upon the recommendation of such person. Instead of acting personally, the Trustee may employ, and delegate to, any of such persons to perform any power of the Trustee, whether or not discretionary.

29. *Employment of Others.* Employ, and pay reasonable compensation for services performed by, any person, even if such person is associated with a Trustee, to advise or assist the Trustee in the performance of the Trustee's duties, and to act without independent investigation upon such person's recommendation. Instead of acting personally, the Trustee may employ, and delegate to, such person to perform any power of the Trustee, whether or not discretionary.

30. *Principal and Income Decisions.* Determine whether receipts are income or principal and whether disbursements are to be charged against income or principal, to the extent not established clearly by state law. Determinations made by the Trustee in good faith shall not require equitable adjustments.

31. *Section 645 Election.* Elect, in the Trustee's discretion, to have the trust treated as part of my probate estate for federal income tax purposes under Section 645 of the Code.

32. *Tax Treatment of Certain Expenses.* Elect, in the Trustee's discretion, to use all or part of the administration expenses as estate tax deductions or income tax deductions. No compensating adjustments need be made between income and principal as a result of such elections unless the Trustee shall determine otherwise, or unless required by law. However, the Trustee shall not pay estate transmission expenses, whether charged to principal or income, from assets allocated to a marital trust, marital share, or charitable distribution. Further, the Trustee shall not allocate to any marital trust, marital share, or charitable distribution any estate management expenses from assets not included in such marital trust, marital share, or charitable distribution, whether charged to principal or income, if a beneficiary other than my spouse or the charity is entitled to all or part of such assets or the income from such assets. For the purposes of this Paragraph, management and transmission expenses shall have the meanings set forth in Treas. Reg. §20.2056(b)-4(d), as amended.

33. *Tax Elections.* Make all tax elections and allocations (including, without limitation, allocation of my Available GST Exemption and any Section 6166 estate tax deferral election, as applicable) the Trustee may consider appropriate; however, this power is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. All tax elections and allocations made by the Trustee in good faith shall not require equitable adjustments.

34. *Gifts.* Make gifts of trust assets to or for the benefit of my spouse for my spouse's health, education, maintenance, or support in my spouse's accustomed manner of living; make gifts of trust assets to or for the benefit of my spouse, my descendants, or

charitable organizations; and make all such gifts outright, in trust, or in custodianship, all in the sole discretion of the Trustee. The Trustee shall pay from trust assets any gift tax that may arise by reason of any gift. Further, the Trustee shall have the power to sign all documents required to complete any transaction with regard to such gifts. This Paragraph shall only apply while I am alive.

35. Estate Planning. Implement any number of charitable and estate planning techniques for the purpose of reducing the sum of my gift taxes and my death taxes, and to implement my charitable giving goals, provided such techniques are consistent with the Trustee's powers to make gifts in the previous Paragraph. Such charitable and estate planning techniques may include, without limitation, private foundations, grantor retained annuity trusts, grantor retained income trusts, qualified personal residence trusts, irrevocable trusts, charitable lead trusts, and charitable remainder trusts. The Trustee shall have the power to execute all documents necessary to put such charitable and estate planning techniques in effect and to fund such techniques with any amount of trust assets the Trustee deems appropriate and is consistent with the Trustee's powers to make gifts in the previous Paragraph. The Trustee shall pay from trust assets any gift tax that may arise by reason of this power. This Paragraph shall only apply while I am alive.

36. Digital Assets. Access, handle, distribute, and dispose of any and all digital assets (including the content thereof) that were transferred to the Trustee or a prior Trustee or were created by the Trustee or a prior Trustee.

37. Execution of Certain Documents. Execute contracts, notes, conveyances, and other instruments containing provisions excluding personal liability.

38. Execution of Documents. Execute and deliver any instruments necessary or useful in the exercise of any power authorized by law or in this Trust Agreement.

B. Limitations. Notwithstanding any other provision of this Trust Agreement, this Section applies to each trust hereunder except that this Section shall not apply to the trust while I am acting as the Trustee of the trust.

1. Non-Beneficially Interested Trustee. When more than one person is serving as Trustee and at least one of them is not beneficially interested in the exercise or nonexercise of a power, the beneficially interested Trustee shall not participate in the exercise or nonexercise of the power.

2. Limited To Ascertainable Standard. No Trustee shall exercise any power to make a gift or discretionary distribution to himself or herself personally, or to make a distribution to another trust in which such Trustee has a beneficial interest, except and to the extent governed by and made pursuant to a reasonably definite standard hereunder which constitutes an ascertainable standard within the meanings of Sections 2041 and 2514 of the Code.

3. No Adverse Effect to Marital or Charitable Deduction. The Trustee shall exercise no power in a way that would affect adversely a marital or charitable tax deduction unless it clearly would benefit the beneficiaries.

4. **Ownership Over Life Insurance.** I am the only person who, when serving as Trustee, may exercise any incident of ownership, alone or with others, over any policy of insurance on the life of the person.

5. **Discharging Personal Legal Obligations.** No Trustee other than me shall possess or exercise any discretionary fiduciary power hereunder or any applicable law to make any payment or application that would discharge such Trustee's personal legal obligations.

6. **Could Cause Estate Tax Inclusion.** The Trustee (other than me) shall not participate in the exercise of a discretionary power conferred hereunder that would cause: (a) any part of the trust assets to be included in such Trustee's gross estate for federal estate tax purposes; or (b) such Trustee to possess a general power of appointment within the meaning of Sections 2041 or 2514 of the Code.

7. **Appointment of Independent Trustee.** If the limitations contained in this Section would prevent the exercise of any powers granted to a Trustee which could be exercised either by such Trustee acting jointly with an independent Trustee or by an independent Trustee alone, then such Trustee shall designate an additional Co-Trustee who is not related or subordinate to the designating Trustee within the meaning of Section 672(c) of the Code and who can exercise those powers without violating this Section (the "independent Trustee"). The independent Trustee shall act jointly with the designating Trustee whenever their joint exercise of a power will not violate the restrictions imposed by this Section. The independent Trustee shall act alone whenever separate action is required to exercise a power without violating the limitations of this Section. Such independent Trustee's power under this Paragraph shall continue until the designating Trustee is no longer a Trustee hereunder, unless such independent Trustee is earlier notified of termination of such independent Trustee's power by the designating Trustee."