

PREPARED BY:
William D. Clements, Esq.
Wilson & Johnson
2425 N. Tamiami Trail, Suite 211
Naples, FL 34103

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CERTIFICATION OF TRUST PURSUANT TO §736.1017, F.S.

This Certification of Trust is made this 4th day of November, 2021 by the undersigned, pursuant to and in accordance with Section 736.1017, Florida Statutes; accordingly, said undersigned hereby certifies the following:

1. That certain Trust known as the Armilda V. Williams Revocable Trust dated 3/26/2004, (hereinafter the "Trust") was duly executed and created by Armilda V. Williams, Grantor, on March 26, 2004, and remains in full force and effect as of the date hereof.
2. That I was duly appointed as Successor Trustee of the Armilda V. Williams Revocable Trust dated 3/26/2004.
3. As Successor Trustee under the Trust, I have full power and authority to acquire, sell, lease, encumber, manage and otherwise dispose of any and all trust property including, without limitation, the property described as follows:

Legal Description: Apartment Number 205, in the apartment building known as Naples Harbour Club, located upon Lots 4 and 5, Block "J", Coquina Sands, Unit No. 2, according to the plat thereof as recorded in Plat Book 3, Page 53, of the Public Records of Collier County, Florida.

4. As Successor Trustee I have authorization under the Trust to execute any and all documents, including the Warranty Deed, in connection with the sale of the property to George M. Deegan, as Trustee of the George M. Deegan Revocable Living Trust dated October 20, 2021

5. The Trust is:

(NOTE: Initial the applicable provision set forth below.)

(SVP) (initials) Trust is Revocable and the power to revoke is/was held by the above named Settlor.

() (initials) Trust is Irrevocable.

6. That title to all property of the Trust including, without limitation, the above-described property shall be titled as follows: "Armilda V. Williams, as Trustee of the Armilda V. Williams Revocable Trust dated March 26, 2004, as amended and restated."
7. If this Certification of Trust is being executed by the Successor Trustee of the Trust due to the death, resignation or incapacity of the prior Trustee, attached as Exhibit "A" hereto and made a part hereof are true and complete copies of the following:
- (i) Pertinent pages of the Trust and amendments thereto, if any, which setforth:
 - (a) Name and date of the Trust;
 - (b) Name of the Settlor of the Trust;
 - (c) Name of the Original Trustee of the Trust;
 - and**
 - (d) Provisions relating to appointment of the Successor Trustee.
 - (ii) The following documents, as applicable, with respect to the prior Trustee:
 - (a) Death Certificate;
 - (b) Letter or other document evidencing Trustee's resignation;
 - or**
 - (c) Documents required to establish Trustee's incapacity.
(Example: Letter by attending physician.)
8. The Trust has not been revoked, modified or amended in any manner that would cause any representation or certification contained herein to be untrue or incorrect in any manner.

9. The undersigned hereby acknowledges and agrees that this Certification of Trust is being made pursuant to and in accordance with Section 736.1017, Florida Statutes, with full understanding that it will be relied upon to establish the truth of the matters set forth herein as provided under said Section 736.1017, Florida Statutes.

In Witness Whereof, the undersigned has duly executed and delivered this Certification of Trust the day and year first above written.

Signed, sealed and delivered in our presence:

SUCCESSOR TRUSTEE:

Steven V. Preston
**Steven V. Preston, as
 Successor Trustee of the
 Armilda V. Williams
 Revocable Trust dated
 3/26/2004**

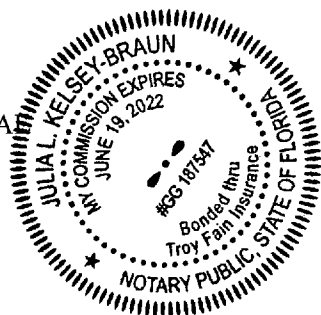
[Signature]
 Witness #1

[Signature]
 Witness #2

State of Florida
 County of Collier

The foregoing instrument was acknowledged, sworn to and subscribed before me via ☒ personal appearance or () online notary this 4th day of November, 2021, by Steven V. Preston, as Successor Trustee of the Armilda V. Williams Revocable Trust dated 3/26/2004, who is personally known to me or who has produced () ☒ driver's license as identification.

NOTARY SEAL



[Signature]
 Print Name: _____
 Notary Public
 My Commission Expires: _____

Exhibit A

**ACCEPTANCE BY APPOINTED SUCCESSOR TRUSTEE UNDER THE
ARMILDA WILLIAMS REVOCABLE TRUST DATED 3/26/2004**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, by Declaration of Trust dated March 26, 2004, made by ARMILDA WILLIAMS, as both "Grantor" and "Trustee," a trust was created for the uses and purposes stated therein; and

WHEREAS, pursuant to the provisions of section A of Article VII of said Declaration of Trust, the Grantor reserved the right to amend or revoke said Declaration, and, in exercise of such reserved right, amended said Declaration by instrument of First Amendment and Restatement dated November 30, 2010, by instrument of Second Amendment and Restatement dated April 27, 2016, and by instrument of Third Amendment to and Restatement dated April 16, 2018; and

WHEREAS, ARMILDA WILLIAMS died on July 11, 2021, and, pursuant to the provisions of Article IV of said Declaration of Trust, the Grantor's son, STEVEN V. PRESTON, was appointed as successor Trustee under said Declaration; and

WHEREAS, STEVEN V. PRESTON desires to accept his appointment as successor Trustee under said Declaration of Trust; and

WHEREAS, the applicable Florida Statutes (Florida law governing the administration of said Trusts under section J of Article VI of said Declaration) require a trustee, within sixty days of the trustee's acceptance of a trust, to give written notice to the qualified beneficiaries of the trustee's acceptance of the trust and of the trustee's name and address, and to notify the qualified beneficiaries of the trust that the fiduciary lawyer-client privilege in Florida Statutes section 90.5021 applies with respect to the trustee and any attorney employed by the trustee.

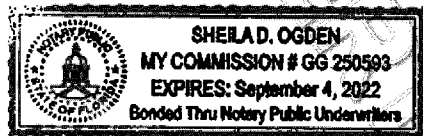
NOW, THEREFORE, STEVEN V. PRESTON hereby acknowledges and accepts his appointment as successor Trustee under said Declaration of Trust, and gives notice to the qualified beneficiaries of the trust that (a) his address is 1664 Tarpon Bay Drive S. Unit 101, Naples, Florida 34119, and (b) the fiduciary lawyer-client privilege in Florida Statutes section 90.5021 applies with respect to the Trustee and any attorney employed by the Trustee.

IN WITNESS WHEREOF, HOLLY MONTEITH, as Trustee, has hereunto set her hand and seal on the 5th day of August, 2021.


STEVEN V. PRESTON
Trustee

STATE OF FLORIDA)
COUNTY OF COLLIER) ss:

The foregoing instrument was acknowledged before me on this 5th day of August, 2021, by means of physical presence, by STEVEN V. PRESTON, who is personally known to me or who has produced a driver's license as identification.




Notary Public

ORIGINAL BEING HELD IN THE VAULT OF
WILSON & JOHNSON, P.A.
NAPLES, FLORIDA

**SECOND AMENDMENT TO AND RESTATEMENT OF THE
ARMILDA V. WILLIAMS REVOCABLE TRUST**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, by Declaration of Trust dated March 26, 2004, made by ARMILDA V. WILLIAMS, as both "Grantor" and "Trustee," a trust was created of certain property; and

WHEREAS, pursuant to the provisions of section A of Article VII of said Declaration of Trust, the Grantor reserved the right to amend or revoke said Declaration, and, in exercise of such reserved right, amended said Declaration by instrument of First Amendment and Restatement dated November 30, 2010; and

WHEREAS, in exercise of the right reserved by her pursuant to the provisions of section A of Article VII of said Declaration of Trust, as amended and restated, the Grantor now desires to further amend said Declaration by restating said Declaration in its entirety.

NOW, THEREFORE, ARMILDA V. WILLIAMS, as Grantor, hereby amends and restates said Declaration of Trust by revoking and deleting Articles I through VIII, and substituting and inserting in lieu thereof the following new Articles I through VII.

W I T N E S S E T H:

The Grantor declares that she now holds as Trustee and will continue to hold, in trust, the property registered in the Armilda V. Williams Revocable Trust dated March 26, 2004, together with any property added to the trust estate, as follows:

Article I: Distribution of Trust Funds During the Grantor's Lifetime. The Trustee shall pay or apply to or for the benefit of the Grantor during the Grantor's lifetime, (a) all or any part of the net income and principal of the trust estate that the Trustee considers advisable, and (b) such amounts from the net income and principal of the trust estate as the Grantor requests. Any undistributed income shall be added to principal.

preparatory, college, postgraduate and professional training) or support in such descendant's accustomed manner of living. Any undistributed income shall be added to principal.

After attaining the age of thirty (30) years, such descendant may make withdrawals of all or any part of the trust principal.

Any trust principal remaining at the death of such descendant shall be distributed to such descendant's then living descendants, per stirpes, or, if none, to the then living descendants, per stirpes, of his or her nearest ancestor who was a descendant of the Grantor, and who has descendants then living, or, if none, to the then living descendants of the Grantor, per stirpes; provided, however, that any property distributable to a person who is the income beneficiary or an eligible income beneficiary of a trust under this Article shall instead be added to the principal of such trust, and any property distributable to a person who is not the income beneficiary or an eligible income beneficiary of a trust under this Article but who is then under the age of thirty (30) years shall instead be retained by the Trustee in a separate trust for the benefit of such person upon the same terms and conditions as set forth in this Article III.

Article IV: Appointment of Trustees.

The Grantor's son, STEVEN V. PRESTON, shall become Trustee or a co-Trustee upon the first to occur of the following events:

- A. Appointment by the Grantor;
- B. The death of the Grantor;
- C. A total vacancy in the office of Trustee; or
- D. The Grantor's inability to manage the Grantor's affairs.

Any individual Trustee shall be considered removed at such time as such Trustee is unable to manage the Trustee's affairs.

For purposes of this Agreement, the Grantor or an individual Trustee shall be considered to be unable to manage the Grantor's or the Trustee's affairs if such individual is under a legal disability or by reason of mental illness or physical disability is unable to give prompt and intelligent consideration to financial matters. The determination as to the inability shall be made

may act upon or refrain from acting upon the advice of such investment counsel in whole or in part, and to the extent the Trustee follows the advice of such counsel the Trustee shall not be liable for any action taken, except in the case of willful misconduct.

S. Trustee Relieved From Liability. No individual Trustee shall be liable for any mistake or error of judgment, or for any action taken or omitted, either by the Trustee or by any agent or attorney employed by the Trustee, or for any loss or depreciation in the value of the trust, except in the case of willful misconduct.

T. Successor Trustee. No Trustee has a duty to examine the transactions of any prior Trustee. Each Trustee is responsible only for those assets which are actually delivered to it.

U. Delegation. Any Trustee may delegate to the other Trustees the right to exercise any power (discretionary, administrative or otherwise), and may revoke the delegation at any time, by delivery of an acknowledged instrument to such other Trustees.

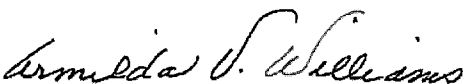
V. Grantor's Right to Homestead Tax Exemption. The Grantor shall have the right to reside upon any real property held by the Trustee of this trust as the permanent residence of the Grantor, it being the intent of this provision to grant to the Grantor the requisite beneficial interest and possessory right in and to such real property so as to comply with Sections 196.012, 196.031 and 196.041 of the Florida Statutes, as amended from time to time, and such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything in this Agreement to the contrary, the interest of the Grantor in any real property upon which the Grantor resides pursuant to the provisions of this Agreement, shall be deemed to be an interest in real property and not personalty.

W. Management Powers of Trustee. Without limitation of the powers conferred upon it by law, the Trustee is authorized: (1) to retain, acquire, or sell any property (including any discretionary common trust fund of any corporate fiduciary acting under this Agreement, covered or uncovered stock options and investments in foreign securities), without regard to diversification

and without being limited to the investments authorized for trust funds; (2) to exercise stock options; (3) to enter into agreements for the sale, merger, reorganization, dissolution or consolidation of any corporation or properties; (4) to manage, improve, repair, sell, mortgage, lease (including the power to lease for oil and gas), pledge, convey, option or exchange any property and take back purchase money mortgages thereon, without court order; (5) to make distributions in cash or in kind, or partly in each, and, in the discretion of such fiduciaries, to allocate particular assets or portions thereof to any one or more beneficiaries, provided that such property shall be valued for purposes of distribution at its value on the date of distribution; (6) to maintain custody or brokerage accounts (including margin accounts) and to register securities in the name of a nominee; (7) to compromise and settle claims (including those relating to taxes) without court order; (8) to borrow funds from any person or corporation (including a Trustee) and pledge or mortgage trust assets to secure such loans; (9) to extend the time of payment of any loans; (10) to employ attorneys, accountants, investment counsel, custodians and brokers to assist in the administration of trust property; (11) to vote and give proxies to vote shares of stock; (12) to make joint investments in property, real or personal; (13) if there is more than one trust established under this Agreement, to administer such trusts as a single fund; (14) to divide any trust into separate trusts; and (15) to make loans of principal to the beneficiary of any trust created under this Agreement upon such reasonable terms, with or without security, as the Trustee deems proper.

Article VII: Identification of Trust. This Declaration of Trust may be referred to as the "Armilda V. Williams Revocable Trust dated 3/26/2004."

IN WITNESS WHEREOF, ARMILDA V. WILLIAMS, the Grantor and Trustee, has hereunto set her hand and seal as of the 27 day of April, 2016.


ARMILDA V. WILLIAMS
Grantor and Trustee

SIGNED, SEALED, PUBLISHED and DECLARED by ARMILDA V. WILLIAMS, the Grantor, as and for the Second Amendment to and Restatement of her Revocable Trust dated

March 26, 2004, in the presence of us and each of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses on the day and in the year last above written.

[Signature]
Signature of Witness

of

NAPLES FLORIDA
Address of Witness

[Signature]
Signature of Witness

of

Naples Florida
Address of Witness

STATE OF FLORIDA

COUNTY OF COLLIER

ss:

The foregoing instrument was acknowledged before me on this 27 day of April, 2016, by ARMILDA V. WILLIAMS, who is personally known to me or who has produced a driver's license as identification.

[Signature]
Notary Public

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