

**CERTIFICATE OF TRUST**

STATE OF MICHIGAN     )  
                                      )SS.  
COUNTY OF OAKLAND    )

Inst # 2000-43949  
12/19/2000-43949  
09:05 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MHB 20.00

The undersigned, **THOMAS J. MOHAN**, being first duly sworn, states as follows:

1. He makes this Certificate pursuant to MCLA 565.431, et seq.

2. He is the attorney for **ROBERT J. MANDEVILLE, Trustee under Agreement of Trust of Robert J. Mandeville dated March 19, 1985, as amended**, ("Trust"), the address of such Trust being 5156 24 Mile Road, Shelby Township, Michigan, 48316.

3. The names of the Successor Co-Trustees of the Trust are **ROBIN MANDEVILLE and COMERICA BANK**.

4. The legal description of certain real property owned by the Trust is described as follows:

Lots 82 and 83, according to the survey of Applegate Manor, as recorded in Map Book 9 page 125 A, B &C, in the Probate Office of Shelby County, Alabama, together with all of the rights, privileges, easements, and appurtenant ownership interest in and to premises previously conveyed by Applegate Realty, Inc. to the Applegate Townhouse Association, Inc., by deed recorded in Real 65 page 201 in the Probate Office of Shelby County, Alabama, and as more fully defined in the Declaration of Covenants, Conditions and Restrictions of Applegate Townhouse, recorded in Real 63 page 634 in the Probate Office of Shelby County Alabama; being situated in Shelby County, Alabama.

5. Attached hereto are pages 14-12, 14-13 and 15-7 of the Trust which describe the powers and restrictions of the Trustees relating to real property or any interest in real property and the governing law of the Trust.

6. The Trust remains in full force and effect.

Further Affiant Saith Not.

Dated: November 29, 2000

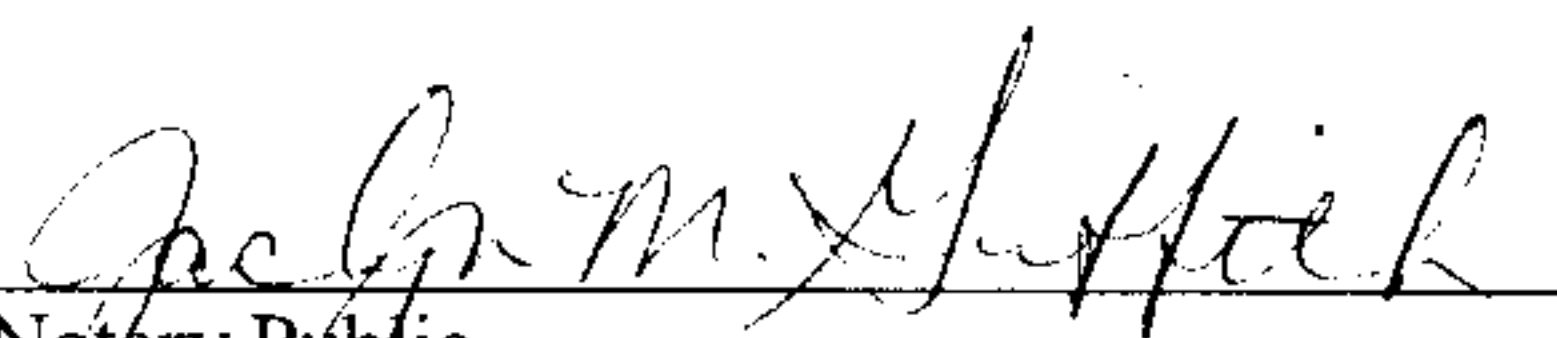
Witnesses:

  
Jaclyn M. Griffith

  
THOMAS J. MOHAN

  
Sandra Rawls

This Certificate of Trust was executed this November 29, 2000 by **THOMAS J. MOHAN**, who stated that he did so as his free act and deed.

  
Notary Public

**JACLYN M. GRIFFITH**  
Notary Public  
Macomb County, Michigan  
(Acting in Oakland County)  
My Commission Expires: 8-17-2004

DRAFTED BY AND WHEN RECORDED  
RETURN TO:

Thomas J. Mohan, ESQ.  
Cox, Hodgman & Giarmarco, P.C.  
101 W. Big Beaver Road, Suite 1000  
Troy, MI 48084-5280  
(248) 457-7000

created trust.

## **2. Multiple Beneficiaries**

Where the original trust is for multiple beneficiaries, my Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

## **3. Outright Distribution**

If circumstances prevent my Trustee from accomplishing the first two alternatives under this paragraph, my Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

My Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

## **v. Sale, Lease, and Other Dispositive Powers**

My Trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the trust property.

My Trustee may deal with the trust property at such time or times, for such purposes, for such considerations and upon such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of any trust created under this agreement, as it deems advisable.

My Trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the

trust property in all other ways in which a natural person could deal with his or her property.

**w. Securities Powers**

In addition to those other securities powers granted throughout this Article, my Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

My Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

**x. Settlement Powers**

My Trustee may compromise, adjust, arbitrate, alter the terms of, or abandon any claim in favor of or against any trust created under this agreement, and may take deeds in lieu of foreclosure.

**y. Trust Addition and Retention Powers**

My Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, from either me or any other person, corporation, or entity.

Upon receipt of any additional property, my Trustee shall administer and distribute the same as part of the trust property.

My Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

**z. Trustees' or Fiduciaries' Powers Acts**

In addition to all of the powers specifically granted my Trustee in this Article, my Trustee may exercise those powers set forth under the Trustees' or Fiduciaries' Powers Acts, or their equivalent, of the State of Michigan,

**e. Applicable State Law**

The validity of this trust shall be determined by reference to the laws of the State of Michigan.

Questions with regard to the construction and administration of the various trusts contained in this agreement shall be determined by reference to the laws of the state in which the trust is then currently being administered.

**f. Duplicate Originals**

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

**g. Severability**

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

**Inst # 2000-43949**

15-7

**12/19/2000-43949  
09:05 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 HMB 20.00**