TRUST AGREEMENT

THIS AGREEMENT is made this 1st day of March, 1995, by and between CAROL J. CORSO, of the Township of Grosse Ile, County of Wayne, State of Michigan (hereinafter referred to as "GRANTOR") and CAROL J. CORSO (hereinafter referred to as "TRUSTEE").

WITNESSETH:

WHEREAS, the GRANTOR has transferred and delivered to the TRUSTEE the sum of Twenty-Five ($25.00) Dollars.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto, IT IS AGREED by and between the parties as follows:

FIRST: A. The TRUSTEE shall receive, handle, manage, invest and dispose of such assets of the estate of GRANTOR, pursuant to the terms hereof, as may be specifically left to the TRUSTEE under the Will of GRANTOR and also such other property as shall be delivered to the TRUSTEE for the purpose aforesaid by GRANTOR, during her lifetime, or by GRANTOR'S husband, JOSEPH D. CORSO, or his estate or any Trust created by him from time to time, including, without limitation thereto, the proceeds of any life insurance policies on the life of GRANTOR and/or GRANTOR'S said husband which are subject to the terms of this Trust Agreement.

B. Upon GRANTOR'S death and/or upon the death of GRANTOR'S husband, JOSEPH D. CORSO, the TRUSTEE shall use its best efforts to collect the proceeds of all insurance policies which are subject to the terms of this Trust, or may, at its option, exercise any of the options of settlement available to the TRUSTEE at that time under the terms of any of said policies, and for that purpose shall have full power to execute and deliver any receipt or other voucher for the same, to institute any suit or proceeding, and to do and perform any and all other acts necessary for collecting any sums which may be due and payable on account of said policies; provided, however, that the TRUSTEE shall not, except at its option, institute or maintain any litigation to enforce payment of any of said policies until it shall have been indemnified to its satisfaction against all expenses and liabilities which it may, in its judgment, incur by reason of its being involved in any such litigation.

C. No insurance company whose policy or policies shall be subject hereto and who shall make payment of the proceeds thereof to the TRUSTEE shall be required to inquire into or take notice of any of the provisions of this instrument or to see to the application or disposition of the proceeds of said policies, and the receipt of the TRUSTEE to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the Trusts hereby created.

SECOND: The TRUSTEE shall retain the Trust estate, other than the initial cash contribution which the TRUSTEE shall not be obligated to invest or reinvest, in one (1) account, and shall pay the entire net income arising therefrom in regular installments to or for the benefit of GRANTOR during her entire lifetime, or, as directed by GRANTOR, from time to time, retain and reinvest designated portions thereof; provided, however, that if the net income from the principal of said Trust estate is insufficient for her comfortable well-being (including, but not by way of limitation, vacations, travel, and sickness), support, welfare and maintenance, then, and in such case, the TRUSTEE is authorized to pay to or use or expend for the benefit of GRANTOR, during GRANTOR'S lifetime, for such purposes, or to provide for any of her needs or desires of any sort, nature or description so much of the principal of the said Trust estate as, in its sole judgment and discretion, shall seem advisable, without regard to any obligations, express or implied, to preserve or conserve any of the principal of the Trust estate; provided, however, notwithstanding anything to the contrary set forth in this Trust Agreement, GRANTOR may, from time to time, withdraw all or any portion of the principal of the Trust property by making request therefor to the TRUSTEE.

THIRD: A. Subject to the provisions of Section D below of this Article THIRD, as soon as possible after GRANTOR'S death, the TRUSTEE shall allocate to a separate Trust to be known as the Residuary Trust, to be held, administered and disposed of in accordance with the provisions of Article FOURTH hereinafter set forth, an amount, if any, equal to the highest taxable estate for purposes of the federal estate tax which, after the appropriate credit for state death taxes and after giving effect to the unified credit available to GRANTOR'S estate, will produce a federal estate tax liability of zero, reduced by the sum of: (1) non-deductible principal expenditures from GRANTOR'S estate and the Trust estate; (2) expenses of GRANTOR'S estate and the Trust estate which were not allowed as deductions in computing GRANTOR'S federal estate tax; and (3) property passing under GRANTOR'S Will, this Trust Agreement (other than amounts allocated to the Residuary Trust pursuant to this Section A and to the GST Trust and the Spouse's Trust pursuant to Sections B and C below of this Article THIRD), or otherwise to persons other than GRANTOR'S husband which does not qualify as a charitable deduction under Section 2055 of the Internal Revenue Code of 1986, as amended (the "Code"), together with property passing to GRANTOR'S husband which does not qualify for the marital deduction under Section 2056 of the Code, and increased by the amount of expenses and debts which were deducted, and allowed as deductions, in computing GRANTOR'S federal estate tax. The credit for state death taxes shall be taken into account in determining the amount to be allocated to the Residuary Trust only to the extent that it does not cause an increase in the amount of taxes payable to any state. The amount described above in this Section A of this Article THIRD shall be payable in cash or in kind, or both of them, to be selected in the sole discretion of the TRUSTEE, but shall include all interests in property (or the proceeds thereof) which would not qualify for the marital deduction if the property passed outright to GRANTOR'S husband because the property constitutes a non-deductible terminable interest, and. subject to the provisions of Section D below of this Article THIRD, shall have a value on the date or dates of allocation to the Residuary Trust equal to the amount determined under this Section A of this Article THIRD.

B. Subject to the provisions of Section A above and Section D below of this Article THIRD, as soon as possible after GRANTOR'S death, if GRANTOR'S husband, JOSEPH D. CORSO, is living at the time of GRANTOR'S death, the TRUSTEE shall segregate (undiminished by any estate, succession, legacy or inheritance taxes) in a separate Trust for GRANTOR'S said husband Trust property equal in value to One Million ($1,000,000.00) Dollars less the amount of Trust property allocated to the Residuary Trust pursuant to Section A above of this Article THIRD and less the amount of property transferred by GRANTOR during her lifetime to which GRANTOR (or the fiduciary of GRANTOR'S estate) has allocated any portion of GRANTOR'S generation-skipping transfer tax exemption (or to which GRANTOR is deemed to have allocated any portion of GRANTOR'S generation-skipping transfer tax exemption under Section 2632 of the Code); provided, however, there shall not be included in the principal of this Trust any assets or proceeds of any asset with respect to which the marital deduction would not be allowable if so included and any such assets or proceeds shall be allocated to the Residuary Trust and shall be held, administered and disposed of in accordance with the provisions of Article FOURTH below. Notwithstanding anything to the contrary set forth in this Article THIRD, any benefits payable by virtue of GRANTOR'S death pursuant to a qualified pension or profit sharing plan or individual retirement account which are excluded from GRANTOR'S gross estate for federal estate tax purposes shall be allocated to the Residuary Trust. The amount described above in this Section B of this Article THIRD shall be payable in cash or in kind, or both of them, to be selected in the sole discretion of the TRUSTEE, and shall have a value on the date or *dates of allocation to the Trust established under this Section B of this Article THIRD equal to the amount determined under this Section B of this Article THIRD.*

This Trust so created shall be known as the "GST Trust", and shall be administered as follows:

(1) All of the net income from the principal of the GST Trust shall be paid to GRANTOR'S husband, JOSEPH D. CORSO, in convenient installments, no less often than annually, for and during his lifetime. Net income for the purposes of this Section B of this Article THIRD shall be deemed to include all income required to qualify the principal of the GST Trust for the marital deduction, as defined in Section 2056 of the Code.

(2) If the net income from the principal of this GST Trust, together with such other income as may be available to GRANTOR'S said husband from other sources shall be insufficient for his comfortable support, welfare and maintenance, then, and in such case, the TRUSTEE is authorized to pay to or use and expend for his benefit so much of the principal of the GST Trust as the TRUSTEE, in its sole discretion, deems to be in his best interests; provided, however, the TRUSTEE shall not invade the principal of the GST Trust for any of the foregoing purposes for the benefit of GRANTOR'S husband unless and until the principal of the Spouse's Trust established pursuant to Section C below of this Article THIRD shall have been exhausted.

(3) Upon the death of GRANTOR'S said husband, all accrued and undistributed income, if any, shall be paid over to the estate of GRANTOR'S said husband, and the entire remaining principal of this GST Trust shall be paid over, conveyed or distributed, free of all Trusts herein created, to or in favor of any one or more of GRANTOR'S lineal descendants or their spouses, in such manner and in such proportions as GRANTOR'S said husband may appoint in and by his Last Will and Testament. This Power of Appointment shall be exercisable only by special reference to said Power of Appointment in the Last Will and Testament of GRANTOR'S said husband, whether said Will be executed before, at, or after the time of GRANTOR'S death.

(4) In the event that GRANTOR'S said husband fails to exercise such Power of Appointment so granted to him, or insofar as such appointment shall be void or shall not take effect, then, upon the death of GRANTOR'S said husband, all accrued and undistributed income, if any, shall be paid over to the estate of GRANTOR'S said husband, and the entire remaining principal of this GST Trust, or the part thereof not effectively appointed by GRANTOR'S said husband, shall be held, administered and disposed of under and in accordance with the provisions of Article FOURTH of this Trust Agreement, after provision has first been made, but only to the extent that the assets of the Spouse's Trust established pursuant to Section C below are not sufficient for such purposes, for the payment of any additional estate, inheritance, succession or other similar taxes that may be imposed on GRANTOR'S said husband's estate because of the existence of this GST Trust, if and to the extent that the fiduciary of his estate so desires.

(5) In the event that at the time of GRANTOR'S death, GRANTOR'S said husband is not then living, the foregoing provisions of this Section B of this Article THIRD shall be of no effect and the property otherwise segregated for and allocated to the GST Trust shall rather be held, administered and disposed of under and in accordance with the provisions of Article FOURTH below.

C. Subject to the provisions of Sections A and B above and Section D below of this Article THIRD, as soon as possible after GRANTOR'S death, if GRANTOR'S husband, JOSEPH D. CORSO, is living at the time of GRANTOR'S death, the TRUSTEE shall segregate (undiminished by any estate, succession, legacy or inheritance taxes) in a separate Trust for GRANTOR'S said husband all of the rest, residue and remainder of the Trust property; provided, however, there shall not be included in the principal of this Trust any assets or proceeds of any asset with respect to which the marital deduction would not be allowable if so included and any such assets or proceeds shall be allocated to the Residuary Trust and shall be held, administered and disposed of in accordance with the provisions of Article FOURTH below. Notwithstanding anything to the contrary set forth in this Article THIRD, any benefits payable by virtue of GRANTOR'S death pursuant to a qualified pension or profit sharing plan or individual retirement account which are excluded from GRANTOR'S gross estate for federal estate tax purposes shall be allocated to the Residuary Trust.

This Trust so created shall be known as the "Spouse's Trust" (the GST Trust and the Spouse's Trust are hereinafter collectively referred to as the "Marital Trust"), and shall be administered as follows:

(1) All of the net income from the principal of the Spouse's Trust shall be paid to GRANTOR'S husband, JOSEPH D. CORSO, in convenient installments, no less often than annually, for and during his lifetime. Net income for the purposes of this Section C of this Article THIRD shall be deemed to include all income required to qualify the principal of the Spouse's Trust for the marital deduction, as defined in Section 2056 of the Code.

(2) If the net income from the principal of this Spouse's Trust, together with such other income as may be available to GRANTOR'S said husband from other sources shall be insufficient for his comfortable support, welfare and maintenance,

then, and in such case, the TRUSTEE is authorized to pay to or use and expend for *the benefit* of GRANTOR'S said husband so much of the principal of the Spouse's Trust as the TRUSTEE, in its sole discretion, deems to be in his best interests. Provided, however, notwithstanding anything contained in this Spouse's Trust to the contrary, GRANTOR'S said husband may, at any time and from time to time, during the existence of said Trust, withdraw the entire or any specified portion of the principal and accumulated income, if any, by filing with the TRUSTEE a notice to that effect and filing subsequently with said TRUSTEE a receipt for the funds so disbursed.

(3) Upon the death of GRANTOR'S said husband, the entire remaining principal of this Spouse's Trust, together with all accrued and undistributed income, if any, shall be paid over, conveyed or distributed, free of all Trusts hereby created, to or in favor of such persons, or to the creditors or estate of GRANTOR'S said husband, in such manner and in such proportions as GRANTOR'S said husband may appoint in and by his Last Will and Testament. This Power of Appointment shall be exercisable only by specific reference to said Power in the Last Will and Testament of GRANTOR'S said husband, whether said Will be executed before, at, or after the time of GRANTOR'S death.

(4) In the event GRANTOR'S said husband fails to exercise such Power of Appointment so granted to him, or insofar as any such appointment shall be void or shall not take effect, then, upon the death of GRANTOR'S said husband, the entire remaining principal and all accrued and undistributed income of this Spouse's Trust, or the part thereof not effectively appointed by GRANTOR'S said husband, shall be held, administered and disposed of under and in accordance with the provisions of Article FOURTH of this Trust Agreement, after provision has first been made for the payment of any additional estate, inheritance, succession or other similar taxes that may be imposed on GRANTOR'S husband's estate because of the existence of this Spouse's Trust and the GST Trust, if and to the extent that the fiduciary of his estate so desires.

(5) In the event that at the time of GRANTOR'S death GRANTOR'S said husband is not then living, the foregoing provisions of this Section C of this Article THIRD shall be of no effect and the property otherwise segregated for and allocated to the Spouse's Trust shall rather be held, administered and disposed of under and in accordance with the provisions of Article FOURTH below.

D. Notwithstanding anything to the contrary set forth in this Article THIRD, in the event that GRANTOR and GRANTOR'S said husband shall die as the result of a common disaster or so closely in point of time that it cannot be determined which of them died first, then this Trust Agreement shall be administered as though GRANTOR survived GRANTOR'S said husband and its terms shall be so interpreted and construed. Further, in the event that GRANTOR'S said husband shall die within six (6) months from the date of GRANTOR'S death, or in the event that GRANTOR and GRANTOR'S said husband shall die as the result of a common disaster, the TRUSTEE is hereby directed to allocate the property comprising the Trust property between the Marital Trust and the Residuary Trust established under Article FOURTH below so as to cause the taxable estate of GRANTOR, as finally determined for federal estate-tax purposes, to be equal to the taxable estate of GRANTOR'S said husband, as finally determined for federal estate tax purposes. Further, notwithstanding anything to the contrary set forth in this Article THIRD, in the event that between the date of GRANTOR'S death and the date or dates of allocation of Trust property between the Residuary Trust and the Marital Trust, the value of the Trust property shall have materially appreciated or depreciated, the TRUSTEE shall allocate Trust property between the Residuary Trust and the Marital Trust in a manner that is fairly representative of the appreciation or depreciation in the value of all Trust property. The TRUSTEE shall not be accountable or responsible to any person interested in GRANTOR'S estate or the estate of GRANTOR'S said husband or to any beneficiary under this Trust Agreement, whether an income beneficiary or remainderman, for the manner in which the TRUSTEE shall exercise the authority granted it under this Section D of this Article THIRD.

FOURTH: Subject to the foregoing, all of the Trust property allocated to the Trust established under this Article FOURTH, pursuant to the provision of Article THIRD above, shall be segregated and allocated by the TRUSTEE for the following uses and purposes:

A. This Trust so created shall be known as the "Residuary Trust".

B. During the lifetime of GRANTOR'S husband, JOSEPH D. CORSO, if he survives GRANTOR, the TRUSTEE shall, from time to time, pay to or for the benefit of GRANTOR'S said husband the entire or such lesser portion of the net income of the Residuary Trust, and the entire or such lesser portion of the principal of the Residuary Trust, as the TRUSTEE deems to be in the best interests of GRANTOR'S said husband, and any surplus income shall be accumulated and added annually to principal. Notwithstanding anything to the contrary set forth in this Agreement, the "net income" from the Residuary Trust shall not be deemed to include any dividends or other income received from insurance policies written on the life of GRANTOR'S said *husband, and any such dividends and/or income shall be accumulated and added annually to the principal of this Residuary Trust.*

C. Upon the death of GRANTOR'S said husband, if he survives GRANTOR, the entire remaining principal of the Residuary Trust, together with all accrued and undistributed income, if any, shall be paid over, conveyed and distributed, free of all Trusts herein created, to or in favor of any one or more of GRANTOR'S lineal descendants or their spouses, in such manner and in such proportions as GRANTOR'S said husband may appoint in and by his Last Will and Testament. This Power of Appointment shall be exercisable only by specific reference to said Power of Appointment in the Last Will and Testament of GRANTOR'S said husband. In the event that GRANTOR'S said husband fails to exercise such Power of Appointment so granted to him, or insofar as any such appointment shall be void or shall not take effect, then, upon the death of GRANTOR'S said husband, or upon GRANTOR'S death if he predeceases her, the TRUSTEE shall divide and set aside all the rest, residue and remainder of the Trust property, or the part thereof not effectively appointed by GRANTOR'S said husband, in equal shares or portions, one such share or portion in a separate Trust for each of the children, adopted or otherwise, of GRANTOR'S marriage to JOSEPH D. CORSO (hereinafter referred to collectively as "Children" and individually as a "Child"), and if they, or any of them, are not then living, one such equal share or portion in a separate Trust for the then surviving children, adopted or otherwise (hereinafter referred to collectively as "Grandchildren" and individually as a "Grandchild") of each of the then deceased Children. Said TRUSTEE shall keep a separate account concerning each of said Trust estates for the respective beneficiaries thereof. As to any property incapable of exact division comprising the Trust principal, it shall not be necessary for said TRUSTEE to actually divide the same physically into as many parts as there may be Trusts, but an undivided part thereof may be deemed and shall be evidenced by appropriate book entries to have been definitely allocated to each such Trust.

(1) Said TRUSTEE shall use and expend the entire or such lesser portion of the net income, together with such part of the principal of each Trust estate so directed to be set aside and held in Trust for GRANTOR'S said Grandchildren, in equal or unequal amounts for the said Grandchildren who are beneficiaries of any one Trust, as the TRUSTEE deems to be in the best interests of each such Grandchild until he or she shall arrive at the age of twenty-one (21) years, and in the meantime any surplus of income shall be accumulated and added annually to principal. From and after the time each of GRANTOR'S Grandchildren shall arrive at the age of Twenty-one (21) years, said TRUSTEE shall pay to him or her a portion of the entire principal from the Trust estate of which he or she is a beneficiary equal to the ratio between one and the number of his or her living brothers or sisters who have not yet received their distribution of principal for any reason, plus one, free of all Trusts whatsoever, provided that the TRUSTEE may, in its sole, absolute and uncontrolled discretion, delay principal distributions to any and all Grandchildren if it deems such delay appropriate because of medical, physical, educational or other problems or needs of any Grandchild or Grandchildren; and provided further, notwithstanding anything contained in this Trust Agreement to the contrary, all principal distributions of all Trust property to any beneficiary herein shall be made prior to twenty-one (21) years from and after the date of death of the survivor of GRANTOR, GRANTOR'S said husband and GRANTOR'S Children and Grandchildren living at the date of GRANTOR'S death.

(2) Said TRUSTEE shall pay to each of GRANTOR'S Children the entire net income from his or her Trust in convenient installments, no less often than annually, during the continuance of each Child's Trust. The TRUSTEE shall, from time to time, use and expend such portion of the principal of each Child's Trust, as the TRUSTEE deems to be in the best interests of each such Child.

(3) Said TRUSTEE shall assign, transfer, convey and pay over to each of GRANTOR'S said Children one-half (1/2) of the principal of the Trust property so directed to be set aside and held in Trust for him or her, as and when he or she shall arrive at the age of thirty (30) years, and all of the rest, residue and remainder of said Trust property as and when he or she shall arrive at the age of thirty-five (35) years, free and discharged from the Trusts created by this Trust Agreement; provided, however, that the TRUSTEE may, in its sole, absolute and uncontrolled discretion, delay principal distributions to any or all Children if it deems such delay appropriate because of medical, physical, educational or other problems or needs of any Child or Children, and provided further, notwithstanding anything contained in said Trust Agreement to the contrary, the TRUSTEE shall make final distributions of all Trust property prior to twenty-one (21) years from and after the date of death of the survivor of GRANTOR, GRANTOR'S said husband, and GRANTOR'S Children or Grandchildren living at the date of GRANTOR'S death.

(4) If any of GRANTOR'S said Children shall die before he or she shall have received the entire principal of an Exempt Trust (as defined in Section V of Article SIXTH below), then, under such circumstances, all the rest, residue and remainder of the Trust property so held for such deceased Child in the Exempt Trust shall be paid over, conveyed or distributed, free of all Trusts, to or in favor of any one or more of GRANTOR'S lineal descendants, in such manner and in such proportions as the said Child may appoint in and by his or her Last Will and Testament. This Power of Appointment shall be exercised only by specific reference to said Power in the Last Will and Testament of such Child. Subject to the foregoing, if any of GRANTOR'S said Children shall die before he shall have received the entire principal of an Exempt Trust, leaving children, adopted or otherwise, surviving him or her, and if such Child fails to exercise the Power of Appointment granted him or her, or insofar as the exercise or attempted exercise of such Power of Appointment shall be void or shall not take effect, then, under such circumstances, all the rest, residue and remainder of the Trust property so held for such deceased Child in the Exempt Trust, or the portion thereof not effectively appointed, shall be held in Trust for the benefit of his or her then surviving children, adopted or otherwise, and the Trust conditions applicable elsewhere in this Section C of this Article FOURTH to Grandchildren shall govern the disposition of the principal and income. Subject to the foregoing, if any of GRANTOR'S said Children shall die before he or she shall have received the entire principal of an Exempt Trust, leaving no children, adopted or otherwise, surviving him or her, and if such Child fails to exercise the Power of Appointment granted him or her, or insofar as the exercise or attempted exercise of such Power of Appointment shall be void or shall not take effect, then, under such circumstances, all the rest, residue and remainder of the Trust property so held for such deceased Child in the Exempt Trust, or the portion not effectively appointed, shall be equally divided among and added to the Trusts herein created for the benefit of GRANTOR'S other Children, and if none were created, to the Trusts herein created for the benefit of the surviving children, adopted or otherwise, of GRANTOR'S other said Children; and if any of such Trusts shall have

expired through the passage of time, then the share which would have been added to such expired Trusts shall go to the then surviving beneficiaries thereof, provided that the portion thus added to any such existing Trust shall constitute principal thereof and the Trust conditions then applicable shall govern the disposition of the principal and income.

(5) If any of GRANTOR'S said Children shall die before he or she shall have received the entire principal of a Non-Exempt Trust (as defined in Section V of Article SIXTH below), then, under such circumstances, all the rest, residue and remainder of the Trust property so held for such deceased Child in the Non-Exempt Trust shall be paid over, conveyed or distributed, free of all Trusts, to or in favor of such persons, or to the creditors or the estate of such Child, in such manner and in such proportions as the said Child may appoint in and by his or her Last Will and Testament. This Power of Appointment shall be exercisable only by specific reference to said power in the Last Will and Testament of such Child. Subject to the foregoing, if any of GRANTOR'S said Children shall die before he or she shall have received the entire principal of a Non-Exempt Trust, leaving children, adopted or otherwise, surviving him or her, and if such Child fails to exercise the Power of Appointment granted him or her, or insofar as the exercise or attempted exercise of such Power of Appointment shall be void or shall not take effect, then, under such circumstances, all the rest, residue and remainder of the Trust property so held for such deceased Child in the Non-Exempt Trust, or the portion thereof not effectively appointed, after provision has first been made for the payment of any additional estate, inheritance, succession or other similar taxes that may be imposed on such deceased Child's estate because of the existence of the Non-Exempt Trust established hereunder for such deceased Child, if and to the extent the fiduciary of his or her estate so desires, shall be held in Trust for the benefit of his or her then surviving children, adopted or otherwise, and the Trust conditions applicable elsewhere in this Section C of this Article FOURTH to Grandchildren shall govern the disposition of the principal and income. Subject to the foregoing, if any of GRANTOR'S said Children shall die before he or she shall have received the entire principal of a Non-Exempt Trust, leaving no children, adopted or otherwise, surviving him or her, and if such Child fails to exercise the Power of Appointment granted him or her, or insofar as the exercise or attempted exercise of such Power of Appointment shall be void or shall not take effect, then, under such circumstances, all the rest, residue and remainder of the Trust property so held for such deceased Child in the Non-Exempt Trust, or the portion thereof not effectively appointed, after provision has first been made for the payment of any additional estate, inheritance, succession or other similar taxes that may be imposed on such deceased Child's estate because of the existence of the Non-Exempt Trust established hereunder for such deceased Child, if and to the extent that the fiduciary of his or her estate so desires, shall be equally divided among and added to the Trusts herein created for the benefit of GRANTOR'S other said Children, and if none were created, to the Trusts herein created for the benefit of the surviving children, adopted or otherwise, of GRANTOR'S other said Children; and if any of such Trusts shall have expired through the passage of time, then the share which would have been added to such expired Trusts shall go to the then surviving beneficiaries thereof, provided that the portion thus added to any such existing Trust shall constitute principal thereof and the Trust conditions then applicable shall govern the disposition of the principal and income.

(6) If any of GRANTOR'S said Grandchildren shall die before he or she shall have received the fractional portion of the principal of an Exempt Trust (as defined in Section V of Article SIXTH below) allocable to such Grandchild, leaving issue, adopted or otherwise, surviving him or her, then under such circumstances, the fractional portion of the principal of the Exempt Trust allocable to such Grandchild shall be distributed, free of all Trusts, to the then surviving issue of such deceased Grandchild by right of representation. Subject to the foregoing, if any of GRANTOR'S Grandchildren shall die before he or she shall have received the fractional portion of the principal of an Exempt Trust allocable to such Grandchild, leaving no issue, adopted or otherwise, surviving him or her, but leaving brothers or sisters who are then surviving, then, under such circumstances, the fractional portion of the principal of the Exempt Trust previously allocated to such surviving brothers or sisters shall be increased pro tanto. Subject to the foregoing, if any of GRANTOR'S Grandchildren shall die before he or she shall have received the fractional portion of the principal of an Exempt Trust allocable to such Grandchild, leaving no issue, brothers or sisters who are then surviving, then, under such circumstances, all the rest, residue and remainder of the Trust property so held for such deceased Grandchild in the Exempt Trust shall be equally divided among and added to the Trusts herein created for the benefit of the Children who are not the parent of such deceased Grandchild, if any, and if none were created, to the Trusts herein created for the benefit of the children of said Children; and if any of such Trusts shall have expired through the passage of time, then the share which would have been added to such expired Trusts shall go to the then surviving beneficiaries thereof, provided that the portion thus added to any such existing Trust shall constitute principal thereof and the Trust conditions then applicable shall govern the disposition of the principal and income.

(7) If any of GRANTOR'S said Grandchildren shall die before he or she shall have received the fractional portion of the principal of a Non-Exempt Trust (as defined in Section V of Article SIXTH below) allocable to such Grandchild, then, under such circumstances, the fractional portion of the principal of the Non-Exempt Trust property allocable to such Grandchild shall be paid over, conveyed or distributed, free of the Trusts herein created, to or in favor of such persons, or to the creditors or estate of such Grandchild, in such manner and in such proportions as said Grandchild may appoint in and by his or her Last Will and Testament. This Power of Appointment shall be exercisable only by specific reference to said power in the Last Will and Testament of such Grandchild. Subject to the foregoing, if any of GRANTOR'S Grandchildren shall die before he or she shall have received the fractional portion of the principal of a Non-Exempt Trust allocable to such Grandchild, leaving issue, adopted or otherwise, surviving him or her, and if such Grandchild fails to exercise the Power of Appointment granted him or her, or insofar as the exercise or attempted exercise of such Power of Appointment shall be void or shall not take effect, then under such circumstances, the fractional portion of the principal of the Non-Exempt Trust allocable to such Grandchild, or the portion thereof not effectively appointed, after provision has first been made for the payment of any additional estate, inheritance, succession or other similar taxes that may be imposed on such deceased Grandchild's estate because such trust property was held for such deceased Grandchild, if and to the extent the fiduciary of his or her estate so desires, shall be distributed, free of all Trusts, to the deceased Grandchild's then surviving issue by right of representation. Subject to the foregoing, if any of GRANTOR'S Grandchildren shall die before he or she shall have received the fractional portion of the principal of a Non-Exempt Trust allocable to such Grandchild,

leaving no issue, adopted or otherwise, surviving him or her, but leaving brothers or sisters who are then surviving, and if such Grandchild fails to exercise the Power of Appointment granted him or her, or insofar as the exercise or attempted exercise of such Power of Appointment shall be void or shall not take effect, then, under such circumstances, the fractional portion of the principal of the Non-Exempt Trust previously allocated to such surviving brothers or sisters shall be increased pro tanto, after provision has first been made for payment of any additional estate, inheritance, succession or other similar taxes that may be imposed on such deceased Grandchild's estate because such Non-Exempt Trust property was held for such deceased Grandchild, if and to the extent the fiduciary of his or her estate so desires. Subject to the foregoing, if any of GRANTOR'S Grandchildren shall die before he or she shall have received the fractional portion of the principal of a Non-Exempt Trust allocable to such Grandchild, leaving no issue, brothers or sisters who are then surviving, and if such Grandchild fails to exercise the Power of Appointment granted him or her, or insofar as the exercise or attempted exercise of such Power of Appointment shall be void or shall not take effect, then, under such circumstances, all the rest, residue and remainder of the Trust Property so held for such deceased Grandchild in the Non-Exempt Trust, or the portion thereof not effectively appointed, after provision has first been made for payment of any additional estate, inheritance, succession or other similar taxes that may be imposed on such deceased Grandchild's estate because such Trust property was held for such deceased Grandchild, if and to the extent the fiduciary of his or her estate so desires, shall be equally divided among and added to the Trusts herein created for the benefit of the Children who are not the parent of such deceased Grandchild, if any, and if none were created, to the Trusts herein created for the benefit of the children of said Children; and if any of such Trusts shall have expired through the passage of time, then the share which would have been added to such expired Trusts shall go to the then surviving beneficiaries thereof, provided that the portion thus added to any such existing Trust shall constitute principal thereof and the Trust conditions then applicable shall govern the disposition of the principal and income.

(8) In the event of the failure of all the aforementioned beneficiaries, the TRUSTEE shall assign, transfer, convey and pay over one-half (1/2) of all of the rest, residue and remainder of the Trust property, free of all Trusts, to GRANTOR'S heirs-at-law as if she had died intestate and a resident of the State of Michigan and the other one-half (1/2) of such Trust property free of all Trusts, to GRANTOR'S said husband's heirs-at-law as if he had died interstate and a resident of the State of Michigan.

D. If, in the opinion of the TRUSTEE, the income from this Residuary Trust together with income from all other sources, shall not be sufficient to suitably support and comfortably maintain GRANTOR'S husband consistent with GRANTOR'S present standard of living, or, in the case of any emergency befalling GRANTOR'S husband, Children or Grandchildren, such as illness, accident or extraordinary financial distress, or in the case of said Children and Grandchildren, for educational purposes, including, but not by way of limitation, college and graduate school pursuits in an accredited institution of higher learning or specialized schooling, then the TRUSTEE is authorized to use and expend from time to time such part of the undistributed principal of the Trust estate or estates as it may deem necessary to make up such deficiency or meet such emergency and, if necessary, for any of the said Children or Grandchildren, in the opinion of the TRUSTEE, for any of the foregoing purposes, it is authorized to ratably invade the undistributed principal of the other separate Trusts created hereby for the said Children or Grandchildren, respectively; provided, however, that Trusts for the benefit of Grandchildren may be invaded to provide for the needs of Children, but not the reverse.

E. The TRUSTEE shall not invade the principal of the Residuary Trust for any of the foregoing purposes for the benefit of GRANTOR'S husband unless and until the principal of the Marital Trust shall have been exhausted and the decisions and authority with respect to invasion of principal of the Residuary Trust for the benefit of GRANTOR'S said husband shall reside exclusively with his Co-TRUSTEES or Co-TRUSTEE.

F. If the principal of any Trust herein created allocable to any beneficiary shall at any time fall below the sum of Ten Thousand ($10,000.00) Dollars and if the beneficiary then entitled to receive the income therefrom shall have attained the age of twenty-one (21) years, or shall have a legally qualified guardian, the TRUSTEE may, in its sole and uncontrolled discretion, forthwith assign, transfer, convey and pay over to or for such beneficiary the entire principal of said Trust estate, free and discharged from the Trusts hereof, notwithstanding anything herein contained to the contrary, in which event any remaindermen shall not be considered as having a vested interest in the Trust property so conveyed to such beneficiary.

FIFTH: A. The TRUSTEE is hereby vested with full and complete legal and equitable title to all of the property and estate hereby given and devised to it until the termination of such Trusts and until all such Trust property shall actually be paid over, transferred and delivered to the persons designated as beneficiaries hereunder. Subject always to the express grant of Power of Appointment to GRANTOR'S said husband in Article THIRD above, and to GRANTOR'S Children and Grandchildren in Article FOURTH above, no person entitled as beneficiary hereunder, either to the principal of said property upon the termination of said Trust, or to the income therefrom during the continuance thereof, shall take or have any title to, or interest in, such principal or income until the same shall be actually received in possession by such person. No disposition, charge or encumbrance by way of anticipation of such Trust principal, the income therefrom, or any part thereof, by any person who may be designated as beneficiary hereunder, shall be of any validity or legal effect or be in anywise regarded by said TRUSTEE, nor shall the interest of any beneficiary be in any way liable for any claim of any creditor, spouse, divorced spouse or of any other person to whom such beneficiary may be in any way obligated, or subject to any legal process or bankruptcy proceedings.

B. If, in the judgment of the TRUSTEE there shall exist at any time subsequent to GRANTOR'S death a state of facts attributable to events occurring, or to circumstances or factors arising, subsequent to GRANTOR'S death and not shown by this Trust Agreement to have been specifically contemplated by GRANTOR at the time of her death, such as a national or international social, political or economic upheaval of major consequence, any national or international calamity or catastrophe or any action, including legislation, on the part of any governmental authority, which would defeat the purpose of any Trust, and the TRUSTEE shall so direct, any Trust shall, notwithstanding any of the provisions of this Trust Agreement to the contrary, cease and terminate on a date to be fixed by the TRUSTEE, and upon the date so fixed for the termination of any Trust, the property then comprising the Trust estate of the Trust so terminated shall be distributed by the TRUSTEE to the income beneficiary or beneficiaries in the same proportions as said property would have been distributed in the event GRANTOR'S death had occurred on the aforesaid date, fixed by the TRUSTEE, without intervention of any Trust terms.

C. Notwithstanding any other provision herein, any person entitled to any benefit or granted a power of any kind with respect to any Trust hereunder may, at any time or times after the death of GRANTOR, release or disclaim and/or renounce said benefit or power, in whole or in part, either in any manner otherwise provided by law or by a written instrument executed by such person with all the formalities of a deed and delivered personally or sent by certified mail to the then acting TRUSTEE of such trust. If such instrument is a release or disclaimer and/or renunciation of a right to the income of a trust hereunder, such income shall thereafter be disposed of as if the person executing such instrument had died as of its effective date, provided, however, that if this Trust Agreement specified that such trust *shall terminate* upon the death of such person, such instrument, if it relates to all of such income, shall amount to and be construed as a release or disclaimer and/or renunciation of all benefits and powers in and with respect to such Trust, and such Trust shall be deemed terminated and all of its net assets shall be disposed of as if such person had died as of the effective date of such release or disclaimer and/or renunciation. If such instrument refers to itself as a disclaimer and/or renunciation (and not as a release), its effective date shall relate back to such prior time, if any, as of which the thus disclaimed and/or renounced benefit or power would otherwise irrevocably vest under the terms of this trust instrument in such person; provided, however, that after a distribution of any part of a benefit hereunder has once been accepted, a purported disclaimer and/or renunciation of such benefit shall be treated as though it were a release. For the purposes of this Section C, a partial release or renunciation of a power may take the form of a reduction in, or limitation on, the objects in whose favor it would otherwise be exercisable. Any power of appointment hereunder may be exercised by an instrument which, by its own terms, is irrevocable, in which case, notwithstanding any other provision herein, such exercise shall be nonrescindable.

<u>SIXTH</u>: Except as in this Trust Agreement otherwise expressly and specifically provided, in addition to all of the other powers and authority conferred upon the TRUSTEE in respect of each and every Trust, the TRUSTEE shall possess and may exercise such power and authority with respect to the principal of any such Trust as to it, in its sole, absolute and uncontrolled discretion, shall seem necessary, proper or convenient to carry out or put into effect, any of the provisions of this Trust Agreement, including but not by way of limitation, the following powers and authority:

A. To receive, receipt for and collect any and all income of every kind and character whatsoever, which shall, from time to time, be produced by or arise out of the Trust estate, provided that the TRUSTEE shall have the sole custody of all of the intangible personal property and the muniments of title of all property comprising each and every Trust created hereby. Further, the TRUSTEE is hereby authorized to agree, from time to time, with any bank, trust company or other banking institution, as to the manner in which the deposit or withdrawal of funds or other necessary dealings with said banking institution shall be carried on, including, if said TRUSTEE sees fit, the doing of said acts on behalf of said TRUSTEE, or in such other manner as said TRUSTEE may specify.

B. Without regard to diversification and without regard to whether the same shall constitute proper investments for Trust funds (1) to receive and retain the property originally comprising the Trust estate; (2) to acquire by purchase, exchange or otherwise, at such price for such consideration, and upon such terms and conditions as to the TRUSTEE shall seem desirable, and to invest and reinvest all or any portion of the Trust estate in property of every conceivable kind and character whatsoever, belonging to any other person, natural or corporate; (3) to hold any property at any time or times as to the TRUSTEE shall seem best; (4) to dispose of such property and/or any property at any time comprising a part of the Trust estate by sale (public or private), exchange, mortgage, pledge, lease for any length of time and with or without covenants of renewal, license, loan or otherwise, as and when, and at such price and for such consideration and on such terms as it shall deem advisable; and (5) to renew from time to time any note or other obligation of GRANTOR. Notwithstanding anything to the contrary set forth in this Agreement, the TRUSTEE shall be required to maintain the property of the Marital trust in investments that will qualify the principal of that Trust for the full benefit of the marital deduction under the Internal Revenue Code in effect at the date of GRANTOR'S death.

C. To vote any stock or securities comprising a part of the Trust estate, in person or by proxy, in such manner as the TRUSTEE shall deem best, including, but not limited to, the voting of such stock or securities in such a manner as to elect the TRUSTEE a director of any corporation.

D. To take any action, and to do any and all things which, in the opinion of the TRUSTEE, shall seem advisable or necessary to participate in, or to obtain the benefit of, any plan for the reorganization, consolidation, merger, adjustment or readjustment of the capital structure of any corporation or business entity, or the sale, lease, mortgage, or other disposition by any corporation or business entity, of all or any part of its property or assets which may affect, in any manner or to any extent, any property comprising a part of the Trust estate, including but not by way of limitation, full power and authority to exchange, upon such terms and conditions as the TRUSTEE may deem best, stocks and/or securities in any corporation or business entity for stock and/or securities in the same corporation or business entity, or in other corporations and/or business entities.

E. To exercise or not exercise, or to sell or otherwise dispose of, any conversion or subscription rights or privileges which shall accrue to the TRUSTEE with respect to any stock or securities comprising a part of the Trust estate, including any such right or privilege which may be necessary to enable the TRUSTEE to avail itself of the benefit of any transaction mentioned or described in Section D of this Article SIXTH.

F. To hold any stock or securities comprising a part of the Trust estate in its own name or in the name of a nominee, without mention of the Trust in the certificate evidencing such stock or securities, or in the records of the corporation or business entity issuing the same, provided that the TRUSTEE shall be liable for the actions or omissions of its nominees.

G. To form, renew or extend the life of any corporation or business entity under the laws of any state and/or to subscribe for, or to otherwise acquire, all or any part of the capital stock, bonds or other securities of any corporation or business entity.

H. To pay, satisfy and discharge all taxes and assessments upon the property comprising the Trust estate or upon the income derived therefrom, and, in connection with any estate, inheritance, succession, or other similar taxes that may be imposed upon GRANTOR'S estate said TRUSTEE shall make provision and payment therefor if and to the extent that the fiduciary of GRANTOR'S estate so desires, provided that no asset of the Marital Trust or proceeds from a qualified pension or profit sharing plan or individual retirement account which are excluded from GRANTOR'S gross estate for federal estate tax purposes shall be used for such purpose. Said TRUSTEE shall also pay over to the fiduciary of GRANTOR'S estate, if and to the extent that the fiduciary of GRANTOR'S estate so desires, such sums as may be necessary to enable the said fiduciary to pay all expenses of GRANTOR'S last illness and funeral (including the cost of a suitable monument for GRANTOR'S grave and the cost of providing for the perpetual care of GRANTOR'S grave), all just debts as may be duly proven against GRANTOR'S estate, and all expenses of administering GRANTOR'S estate, provided that no asset of the Marital Trust or proceeds from a qualified pension or profit sharing plan or individual retirement account which are excluded from GRANTOR'S gross estate for Federal Estate Tax purposes shall be used for such purposes. Further, where it is permitted by law to claim expenses as either income or estate tax deductions, GRANTOR'S TRUSTEE may, but shall not be required to, make such adjustment between income and principal as said TRUSTEE shall deem proper. GRANTOR'S TRUSTEE shall not be accountable or responsible to any person interested in GRANTOR'S property for the manner in which it shall exercise such election, and the decisions with respect to adjustment between income and principal shall be binding and conclusive upon all persons interested in GRANTOR'S property. In the event that at the date of the death of GRANTOR said Trust shall own United States Treasury Bonds which qualify for redemption in payment of federal estate tax (commonly referred to as "Flower Bonds"), such bonds shall be used to pay the federal estate tax due to the extent thereof.

I. To determine what part of cash or other property received by it is income and what part is principal, and to determine what expenses and other charges, including TRUSTEE'S fees and disbursements, shall be a charge against principal and what against income, including without limitation thereto, the allocation of any allowance for depreciation as a charge against principal rather than as a charge against income; provided, however, that stock dividends, rights to subscribe for any stock or securities, or any profit or gain which may accrue from any sale, exchange or other disposition of any property or assets included in the Trust estate, shall not be determined to be income subject to distribution, but shall be determined to be principal and shall be added thereto and treated in all respects in the same manner as the original principal of the Trust estate after deduction therefrom as a charge against the same of all income taxes payable with respect thereto, and all losses sustained as a result of the sale, exchange or other disposition of assets and property comprising a part of the Trust estate shall be charged against principal and shall not be charged against the income of the Trust estate or reduce the amount of such income subject to distribution. All cash dividends except liquidating dividends shall be considered as income.

J. To join in, maintain, compromise, defend or otherwise dispose of, any litigation of any kind or character whatsoever, in any manner, or to any extent affecting or arising in connection with the Trust estate; to settle, compromise or otherwise adjust any claims or demands of every kind and character in favor of or against the Trust estate.

K. To borrow money for the benefit of the Trust estate, including, but not limited to, any such monies as in the discretion of the TRUSTEE are necessary or desirable to pay any death taxes which shall become payable in respect of all or any part of GRANTOR'S gross estate, on such terms and conditions and from such person or persons, natural or corporate, including, but not limited to, any person who is a beneficiary under GRANTOR'S Will, as to the TRUSTEE shall seem best, and if required to do so, to secure such loans by the mortgage, pledge, or hypothecation of all or any part of the property comprising a part of the Trust estate, and to loan monies, with or without security, to the fiduciary of GRANTOR'S estate for proper uses in connection with the administration of GRANTOR'S estate, including payment of death taxes payable in respect of all or any part of GRANTOR'S estate, provided that no asset of the Marital Trust or proceeds from a qualified pension or profit sharing plan or individual retirement account which are excluded from GRANTOR'S gross estate for federal estate tax purposes shall be used for such purposes.

L. To make division and distribution of any property in kind, or partly in kind and partly in cash, and to fix and determine the values to be assigned upon such division or distribution to property distributed or divided in kind, and, in its sole, absolute and uncontrolled discretion, regardless of any other provision of this Trust Agreement, to compensate or to not compensate the beneficiaries of the Trusts created hereby for unequal educational disbursements or unequal distributions of income or of undistributed principal or invasions of undistributed principal of the several Trusts created hereby pursuant to the provisions of Article FOURTH of this Trust Agreement.

M. To make, execute and deliver any and all deeds, contracts, bills of sale, leases, notes or other instruments, and/or documents which, in the judgment of the TRUSTEE, shall be necessary to carry out or put into effect any of the powers or authority given and granted to the TRUSTEE in the Trust Agreement, even though the same shall extend and bind all or any part of the Trust estate beyond the term of its trusteeship.

N. To employ such legal and other counsel, including investment advisors, and such employees and agents and the services of such persons, natural or corporate, as the TRUSTEE shall deem advisable and to fix and determine the compensation to be paid to such counsel, agents, employees and other persons; to pay and incur such charges and expenses as the TRUSTEE may deem necessary or advisable in connection with the administration of such Trust.

O. To sell or otherwise dispose of, and to purchase or otherwise acquire from, any Trust created by GRANTOR any property of any conceivable kind and character whatsoever, at such price, for such consideration and upon such other terms and conditions as the TRUSTEE, in its sole, absolute and uncontrolled discretion shall determine; to loan money to, and to borrow money from, any such Trust, upon such terms and conditions as the TRUSTEE, in its sole, absolute and uncontrolled discretion shall determine, and otherwise deal with any such Trust, in such manner and to such extent as the TRUSTEE, in its sole, absolute and uncontrolled discretion, shall determine.

P. To continue and operate any private business owned or controlled by GRANTOR or in which GRANTOR owns or has owned a majority interest, and to do any and all of the things deemed appropriate by TRUSTEE, including the right to incorporate the business and to put in additional capital, for such time as to it shall seem advisable, without liability for loss for the continuance of the business and to close out and liquidate the business as and when it shall seem advisable and upon such terms as to it shall seem best.

Q. To deal with such unmatured policy or policies of life insurance that are a part of the Trust estate, including, without limitation thereto, the power to pay premiums as and when they shall become due on any of said policies; provided, however, with respect to any policies of life insurance on the life of GRANTOR'S said husband, the powers granted to the TRUSTEE pursuant to this Section Q or any other provision of this Trust Agreement which could be applicable to any such life insurance policies shall be exercised exclusively by GRANTOR'S husband's Co-TRUSTEES or Co-TRUSTEE.

R. To construe the Trust provisions of this Trust Agreement and any construction thereof or any action taken thereon by the TRUSTEE in good faith shall be final and conclusive, and the TRUSTEE may correct any defect, supply any omission, or reconcile any inconsistencies in said Trust provisions in such manner, and to such extent, as the TRUSTEE shall deem expedient to carry the same into effect, and the TRUSTEE shall be the sole, final and conclusive judge of such expediency.

S. Notwithstanding anything to the contrary set forth herein, the TRUSTEE shall respect and abide by any agreements which GRANTOR may have entered into during GRANTOR'S lifetime with respect to the disposition of any business interests, whether corporate, partnership and/or sole proprietorship, which GRANTOR may own at the time of her death.

T. To make all discretionary decisions provided for or required by the provisions of this Trust Agreement, in its sole, absolute and uncontrolled discretion.

U. To establish and maintain one or more accounts, which may be margin accounts, for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short sales), possessing, transferring, exchanging, pledging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities, including but not by way of limitation, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise, and to delegate to any agent of the TRUSTEE'S choice by power of attorney or otherwise, the conducting of banking activities for the TRUSTEE, or the hiring, cancellation or use of entry of a safe deposit box or other storage facilities in the name of the TRUSTEE.

V. If any Trust established hereunder would, by reason of an allocation of generation-skipping transfer tax exemption to it, have an inclusion ratio, as defined in Section 2642(a)(1) of the Code of neither one nor zero, before such allocation, the TRUSTEE may divide the Trust into two separate Trusts representing two equal or unequal fractional shares of the property being divided, so that the exemption can be allocated to give one such separate Trust (the "Exempt Trust") an inclusion ratio of zero and the other (the "Non-Exempt Trust") an inclusion ratio of one. If the fiduciary of GRANTOR'S estate proposes to exercise the special election provided by Section 2652(a)(3) of the Code to any part of the Marital Trust, the TRUSTEE shall, as of the date of GRANTOR'S death, divide the Marital Trust into two separate Trusts of equal or unequal value to permit allocation of GRANTOR'S generation-skipping transfer tax exemption solely to one of such Trusts so that its inclusion ratio is zero. Notwithstanding anything contained in this Trust Agreement to the contrary, the assets of an Exempt Trust shall at all times remain separate and apart from and shall not be commingled with the assets of a Non-Exempt Trust.

W. In the event that any powers of the TRUSTEE enumerated herein shall be deemed to give to the TRUSTEE the discretionary power to distribute income or principal to or for the benefit of a beneficiary of a trust who is also serving as a Co-TRUSTEE hereunder, then decisions with respect to such power shall be made exclusively by that beneficiary's Co-TRUSTEES or Co-TRUSTEE.

X. Notwithstanding anything to the contrary set forth herein, if any Trust established hereunder holds stock of a corporation that intends to elect or has elected to be taxed as an S corporation under Section 1362(a) of the Code, the TRUSTEE is authorized to divide any such Trust that has multiple income beneficiaries into separate Trusts for each such beneficiary, and to administer any such Trust as if its terms required that (1) all of the income is to be distributed to the current income beneficiary no less often than annually; (2) any principal distributed during the life of the current income beneficiary may only be distributed to such beneficiary; (3) the income interest of the current income beneficiary shall terminate on the earlier of such beneficiary's death or the termination of the Trust; and (4) upon termination of the Trust during the life of the current income beneficiary, all of the assets of the Trust are to be distributed to such beneficiary.

Y. Subject to the provisions of Section X of this Article SIXTH, but notwithstanding any other provisions to the contrary set forth herein, the TRUSTEE may elect to withhold any Trust property otherwise distributable to a beneficiary who has not attained the age of Twenty-one (21) years and may retain the Trust property for that beneficiary in a separate Trust named for that beneficiary, to be distributed to such beneficiary when he or she attains the age of Twenty-one (21) years, or before then if the TRUSTEE so elects. The TRUSTEE shall use and expend the entire or such lesser portion of the net income and principal of each Trust so held for a beneficiary as the TRUSTEE may deem necessary for the support, maintenance and education of the beneficiary thereof and in the meantime any surplus of income shall be accumulated and added annually to principal. If the beneficiary for whom a Trust is named dies before he or she has received all of the Trust property so held for such beneficiary, all the rest, residue and remainder of the Trust property so held for such deceased beneficiary shall be distributed to such beneficiary's estate.

Z. Except as otherwise provided herein to the contrary, in addition to all of the powers and authority hereinbefore conferred upon the TRUSTEE, the TRUSTEE shall have and may exercise any of the powers and authority set forth in Section 822 <u>et seq.</u> of the Michigan Revised Probate Code, being Act No. 642 of the Public Acts of 1978, as amended.

IT IS GRANTOR'S INTENTION AND PURPOSE, except as in this Trust Agreement otherwise expressly and specifically provided, to confer upon the TRUSTEE the broadest, fullest and most complete power and authority with respect to the Trust estate of each and every Trust which it is possible for an individual to have and exercise with respect to his own property, subject only to such limitations with reference to and in the administration of the Marital Trust as may be required in order to qualify the principal of that Trust for the full benefit of the marital deduction under the Internal Revenue Code in effect at the date of GRANTOR'S death, and the TRUSTEE shall have and may exercise all such powers and authority in such manner, and to such extent, as to it, in its sole, absolute and uncontrolled discretion, shall seem advisable and desirable.

<u>SEVENTH</u>: Notwithstanding anything contained in this Trust Agreement to the contrary, the term of the Trusts created by this Trust Agreement shall not extend beyond the maximum period permitted by the controlling laws of the State of Michigan, and wherever in this Trust Agreement GRANTOR has directed or permitted the accumulation of the net income of any such Trust such accumulations shall cease when, by the controlling laws of the State of Michigan, they are required to cease. This Trust Agreement shall be interpreted pursuant to the laws of the State of Michigan. The word "TRUSTEE" as used in this Trust Agreement, excepting where otherwise specifically provided, shall be construed to apply to GRANTOR, or her successors hereinafter designated, or, if they shall so agree, any of them to whom any or all powers may, in writing, be delegated by the others. Upon GRANTOR'S death, resignation, refusal or inability to act as TRUSTEE, then GRANTOR'S husband,

JOSEPH D. CORSC ınd GRANTOR'S sons, JOSEPH R. ι ıSO and JEFFREY N. CORSO, are hereby nominated, constituted and appointed successor Co-TRUSTEES to serve as TRUSTEE hereunder. The successor Co-TRUSTEES shall be entitled to rely upon any statements and records of the GRANTOR acting as TRUSTEE hereunder as to the assets of the Trusts established by this Trust Agreement, and shall have no responsibility or liability hereunder to any person for the assets of said Trusts until reduced to the possession of the successor Co-TRUSTEES. If any one of JOSEPH D. CORSO, JOSEPH R. CORSO or JEFFREY N. CORSO shall be or become unable or unwilling to serve as a Co-TRUSTEE hereunder for any reason, no successor shall be appointed and the two remaining persons shall serve as Co-TRUSTEES hereunder. If any two of JOSEPH D. CORSO, JOSEPH R. CORSO or JEFFREY N. CORSO shall be or become unable or unwilling to serve as a Co-TRUSTEE hereunder for any reason, then GRANTOR'S daughters, CATHLEEN L. CORSO and CARA S. CORSO, are hereby nominated, constituted and appointed, in the order named, to serve as a Co-TRUSTEE hereunder with the remaining person then serving as TRUSTEE. If JOSEPH D. CORSO, JOSEPH R. CORSO and JEFFREY N. CORSO all are or become unable or unwilling to serve as a Co-TRUSTEE hereunder for any reason, then GRANTOR'S said daughters shall both serve as Co-TRUSTEES hereunder, it being GRANTOR'S intention that at all times after GRANTOR'S death, resignation, refusal or inability to act as TRUSTEE there shall be at least two persons serving as TRUSTEE hereunder. Subject to the foregoing, if at any time subsequent to GRANTOR'S death, resignation, refusal or inability to act as TRUSTEE hereunder, there is only one person serving as TRUSTEE hereunder, then a majority of the adult beneficiaries of the Trusts to or for whom income may currently be paid or used, or a majority of their guardians if there are no adult beneficiaries, shall, in writing, select another person to serve as a successor Co-TRUSTEE hereunder so that there will be two persons serving as TRUSTEE hereunder. If the said beneficiaries shall fail to select such person, or if there a· ·o adult beneficiaries and a majority ·e minor beneficiaries do not have guardians, the selection shall be made by the remaining person then serving as TRUSTEE hereunder. The TRUSTEE may, in a writing signed by each of them, delegate to any bank, trust company, other financial institution or investment advisor full powers to manage, control and invest the funds of the Trusts created hereunder without liability on the part of the TRUSTEE for actions taken or not taken by said institution or investment advisor under this delegation of powers, provided, however, that the TRUSTEE may not delegate the power to determine how much of the income and principal shall be paid out for the support of the beneficiaries hereunder.

EIGHTH: A. If a corporate TRUSTEE is serving hereunder, the corporate TRUSTEE may resign by written notice setting forth the effective date thereof, delivered personally, or sent by registered mail, at least thirty (30) days prior to the effective date, to each of the ascertained and then living beneficiaries of the Trust to or for whom income may currently be paid or used, or their guardians, addressed to the last known address of each such person as disclosed by the TRUSTEE'S records.

B. Within twenty (20) days after the delivery or mailing of such notice of resignation, a majority of such adult beneficiaries, or a majority of their guardians if there are no adult beneficiaries, shall select a successor corporate TRUSTEE and shall, in writing, signed by a majority of the beneficiaries or guardians, inform the resigning corporate TRUSTEE of the identity of the successor corporate TRUSTEE. If the beneficiaries shall fail to select a successor corporate TRUSTEE within the twenty (20) day period, or if there are no adult beneficiaries and a majority of the minor beneficiaries do not have guardians, the resigning corporate TRUSTEE shall select its successor. The corporate TRUSTEE, upon the effective date of its resignation, shall deliver to the successor corporate TRUSTEE and to each such beneficiary of the Trust a statement of all receipts and disbursements of the Trust together with an inventory of the assets belonging to the Trust.

C. When the successor corporate TRUSTEE shall deliver its receipt for the assets of the Trust to the corporate TRUSTEE so resigning, the latter shall stand and be discharged of all its duties and obligations hereunder.

D. Each and every successor TRUSTEE shall have the identical powers, rights, duties and obligations of the TRUSTEE named in this Agreement.

NINTH: GRANTOR reserves unto herself the right to revoke or amend this Agreement, in whole or in part, at any time upon written notification to that effect duly executed by the GRANTOR and delivered to the TRUSTEE, provided that the duties, responsibilities and liability of the TRUSTEE hereunder shall not be increased without its written consent.

TENTH: As compensation for its ordinary services hereunder, including the preparation of information reports required of the TRUSTEE in respect to federal estate and income taxes, and state inheritance, income and intangible taxes, the TRUSTEE shall be entitled to a reasonable fee. The TRUSTEE shall be entitled to reasonable additional compensation for such extra services not contemplated or provided for in this Agreement as the said TRUSTEE may be required to perform.

ELEVENTH: The TRUSTEE agrees to furnish annual statements to the beneficiaries receiving income hereunder, showing all receipts and disbursements during the period covered, and submit annually a statement of property. Such accounts shall be accounts stated, accepted and approved, except as to any items appearing therein in respect to which written exceptions or objections are made to the TRUSTEE within thirty (30) days from the rendition of said statement, and all persons having contingent or remainder interest hereunder shall be bound thereby. The books of account of the TRUSTEE shall, at all reasonable times, be open to the reasonable inspection of such beneficiaries and such other persons as they may designate for that purpose.

TWELFTH: Unless otherwise required by law, the TRUSTEE shall not be required to register any Trust created hereunder in any jurisdiction and all such Trusts shall be administered free from the active supervision of any court.

IN WITNESS WHEREOF, CAROL J. CORSO, as GRANTOR, and CAROL J. CORSO, as TRUSTEE, has hereunto executed this Agreement on the day and year first above written.

IN THE PRESENCE OF:

Tina S. Cooper

Dawn M. Nelson

Dawn M. Nelson

GRANTOR:

Carol J. Corso

CAROL J. CORSO

TRUSTEE:

Carol J. Corso

CAROL J. CORSO

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On this 1st day of March, 1995, before me, a Notary Public in and for said County, personally appeared CAROL J. CORSO, known to me to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, in her respective capacities.

FURTHER, that the said CAROL J. CORSO signed in the presence of both witnesses, and that both witnesses so signed at the request of the said CAROL J. CORSO, in her presence and in the presence of each other.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year in this Certificate first above written.

Dawn M. Nelson

Notary Public, Wayne County, Michigan
My Commission Expires: ____________

A111152.1

DAWN M. NELSON
NOTARY PUBLIC WAYNE COUNTY MICHIGAN
MY COMMISSION EXPIRES AUGUST 8, 1999

IN WITNESS WHEREOF, CAROL J. CORSO, as GRANTOR, and CAROL J. CORSO, as TRUSTEE, have hereunto re-executed and re-affirmed this Agreement and also certify the foregoing Agreement to be a true and correct copy of the original on the 28th day of February, 1997.

Inst # 1997-07249

GRANTOR:
Carol J. Corso
CAROL J. CORSO

TRUSTEE:
Carol J. Corso
CAROL J. CORSO

STATE OF ALABAMA}
JEFFERSON COUNTY}

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, CAROL J. CORSO, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, executed the same voluntarily as her act on the day the same bears date.

Given under my hand and seal of office this 28th day of February, 1997.

Notary Public

My Commission Expires: 5/29/99

STATE OF ALABAMA}
JEFFERSON COUNTY}

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, CAROL J. CORSO, whose name as Trustee of The Carol J. Corso Revocable Trust dated March 1 1, 1995 is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and seal of office this 28th day of February, 1997.

Notary Public

Inst # 1997-07249

My Commission Expires: 5/29/99

03/10/1997-07249
08:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
027 MCD 74.50