

TRUST CERTIFICATION

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TRUST 1/13

We, HORACE R. HOLMES and JANIE W. HOLMES, of the City of St. Clair Shores, Macomb County, Michigan, do hereby certify that we executed a Revocable Trust Agreement dated June 8, 1994, and that we are the Settlers and duly appointed Co-Trustees of THE HOLMES FAMILY TRUST AGREEMENT("Trust") and further certify that:

1. We are enclosing a copy of:

- a) The first page of our Trust which indicates the parties to the Trust Agreement and the date it was executed.
- b) The second page of our Trust which indicates the successor Trustees of the Trust Agreement.
- c) Specific pages of our Trust which describe in detail the Trustee's powers.
- d) The specific paragraph of our Trust which provides for possible modifications to the Trust.
- e) The last page of our Trust which indicates that it was duly executed.

2. Please note that none of the provisions contained within the enclosed pages of the Trust is limited or modified by any other provision of the Trust or any Amendment of the Trust.


David P. Neveux


HORACE R. HOLMES


Heather D. Bronikowski


JANIE W. HOLMES

08/20/96

Heather D. Bronikowski
HEATHER D. BRONIKOWSKI
Notary Public, Macomb County
Michigan, acting in Wayne
County

INSTRUMENT PREPARED BY:
DAVID P. NEVEUX
17190 DENVER AVENUE
DETROIT, MICHIGAN 48224

THE HOLMES FAMILY

TRUST AGREEMENT

This Trust Agreement is made and entered into this 8th day of June, 1994, by and between HORACE R. HOLMES and JANIE W. HOLMES, husband and wife, of St. Clair Shores, Michigan, jointly as Settlers (hereinafter referred to as the "Settlor"), or as to situations where only one of them shall be living, such person shall hereinafter be referred to as the "Surviving Settlor" or where specified otherwise and HORACE R. HOLMES and JANIE W. HOLMES of St. Clair Shores, Michigan, as Trustees, (hereinafter jointly referred to as the "Trustee").

The Settlor's child is RICHARD K. HOLMES, and shall hereinafter be referred to as "Settlor's Child".

The Trust Agreement shall hereafter be known as the "HOLMES FAMILY TRUST AGREEMENT".

The term "Trustee" as used herein refers to all persons who occupy the position of Trustee, whether one or more persons occupy the position of Trustee at the same time or times, and includes any successor Trustee or Trustees.

W I T N E S S E T H:

WHEREAS, the Settlor desires to establish a trust for the benefit of the beneficiaries hereinafter named, subject to the terms and conditions hereof.

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

Page 1 of the HOLMES FAMILY TRUST AGREEMENT

Initials:

H. R. H. J. W. H.

FIRSTESTABLISHMENT OF TRUST

(a) The Settlor hereby nominates and appoints HORACE R. HOLMES and JANIE W. HOLMES as Trustee of the Trust established herein, and the Trustee hereby accepts such appointment and agrees to hold the property and assets contained in such Trust for the uses and purposes and upon the terms and conditions hereinafter set forth.

Upon the death, incapacity, or resignation of either Settlor as Trustee, whichever shall first occur, Settlor's son, RICHARD K. HOLMES, shall become successor Trustee together with the Surviving Settlor. In the event of the death, incapacity or resignation of the Surviving Settlor, then RICHARD K. HOLMES, shall serve alone as Trustee, and shall succeed, with all of the powers and duties conferred upon the Trustee by the terms of this Trust Agreement. In the event of the death, incapacity or resignation of said RICHARD K. HOLMES, then BRIAN K. GENTRY shall become successor Trustee, and shall succeed, with all of the powers and duties conferred upon the Trustee by the terms of this Trust Agreement.

If a successor Trustee shall die, resign, or become unable or unwilling to act as Trustee, and a replacement Trustee is not hereinbefore provided for, a replacement shall be selected by the means set forth below:

(i) The Trustee of any trust may resign. If a Settlor is living, the Trustee shall resign by written notice setting forth the effective date thereof, delivered personally or sent by

unable properly to administer such amounts then the Trustee is authorized, in its absolute discretion, to retain all or part of such income, and to pay over and distribute all or part of such income or principal for the suitable support, care and maintenance of such person in such of the following ways as the Trustee shall deem best:

- (i) directly to such beneficiary;
- (ii) to the legally appointed guardian or conservator of such beneficiary;
- (iii) to some person or persons having the care of such beneficiary for his or her suitable support, maintenance, welfare and education; or
- (iv) by the direct application of such amounts for the suitable support, maintenance, welfare and education of such beneficiary.

FIFTH

POWERS OF THE TRUSTEE

Notwithstanding any provision of this Trust Agreement to the contrary, if more than one person is acting as the Trustee and at least one such Trustee is not beneficially interested in the exercise or non-exercise of a power or election, under no circumstances shall the Trustee who is beneficially interested in the exercise or non-exercise of any power or election exercisable in a fiduciary capacity granted by this Trust Agreement or by law, participate in the decision to exercise or not to exercise the power or election. The power or election shall be exercised or not exercised by the Trustee who is not beneficially interested in the

exercise or non-exercise of the power or election without the consent, joinder or participation of the Trustee who is beneficially interested in such exercise or nonexercise. Subject to the foregoing, in the general administration of any trust established herein, the Trustee shall exercise the best judgment and discretion of the Trustee, for what the Trustee believes to be in the best interests of any trust established herein and the beneficiaries thereof.

In any case, where the applicable provisions of the Internal Revenue Code (including any election available to the Trustee) or any power granted under this Trustee Agreement, or any combination thereof, the exercise or nonexercise of which confers a benefit on one beneficiary or a class of beneficiaries and imposes a detriment upon another beneficiary or a class of beneficiaries, the Settlor directs that the Trustee shall not attempt to restore such interests to the position otherwise contemplated by this Trust Agreement through adjustment between income and principal, or otherwise. The Trustee shall not be accountable or responsible to any person interested in any trust established herein for the manner in which the Trustee shall exercise any discretionary authority.

(a) The Trustee, with respect to any trust established herein, shall have the power to:

- (i) enter upon and take possession of the trust estate;
- (ii) collect the income and profits from the trust estate; and to invest and reinvest the trust estate in real, personal or mixed assets (including common trust funds of any

corporate trustee) in accordance with the Trustee's judgment not being limited by any present or future investment laws, provided that if any amount of the trust estate shall be or become unproductive of income, the Trustee shall within a reasonable time either convert such property to income producing property or compensate the income beneficiary out of the principal of the trust;

(iii) sell real or personal property, or both, either for cash or part cash and part deferred payments and at public or private sale;

(iv) vote in person or by proxy with respect to any and all securities; and

(v) retain all property in the form in which the same shall be received or acquired by the Trustee without liability for any loss that may be incurred thereby, and without regard to the proportion that one asset or class of assets may bear to the whole.

(b) The Trustee, with respect to any trust established herein, shall have the right and power to:

(i) determine and participate in any business form in which to conduct the Settlor's business, including corporations, partnerships, limited partnerships and joint ventures;

(ii) enter into a lease or other arrangement for the exploration and removal of minerals or other natural resources, or enter into a pooling or unitization agreement;

(iii) option, convey, exchange, lease and re-lease for any length of time, mortgage, pledge, partition, plat, subdivide, improve, repair, surrender, abandon or otherwise deal with or

dispose of any real estate, or any part thereof, at such time or times and in such manner, either public or private, and upon such terms as in the discretion of the Trustee may seem expedient and proper;

(iv) use and expend trust income and principal to (1) conduct environmental assessments, audits and site monitoring; (2) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, discharge or contamination; (3) institute legal proceedings concerning environmental hazards or contests or settle legal proceedings brought by a private litigant or by any local, state or federal agency concerned with environmental compliance; (4) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazard; (5) employ agents, consultants and legal counsel to assist with or perform the undertaking or actions; and

(v) reject any trust asset, real or personal, which has been contaminated by any hazardous materials. "Hazardous Materials" means any material or substance: (1) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq) and amendments thereto and regulations promulgated thereunder; (2) containing gasoline, oil, diesel fuel or other petroleum products; (3) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq) and amendments thereto and regulations promulgated thereunder; (4) containing polychlorinated biphenyls (PCBs); (5)

NINTHPOWER TO ALTER OR REVOKE

Either Settlor may by instrument in writing delivered to the Trustee (a) modify or alter this Trust Agreement in any manner, provided, that the duties, powers, compensation and liabilities of the Trustee shall not be changed without the consent of the Trustee, or (b) revoke it in whole or in part. In the event the Settlor revokes this Trust Agreement in whole, the Trustee shall then reconvey such property to the Settlor, provided, however, an instrument in writing completely terminating this Trust, shall, without more, upon delivery to the Trustee, completely terminate all of the Trustee's right, title and interest to insurance proceeds otherwise payable to the Trustee and the Settlor will assume full responsibility for changing the insurance beneficiary designations to reflect the Settlor's intent with respect to such policies.

TENTHADOPTED PERSONS

The term "child," "grandchild," "issue," "heir," "descendant," "beneficiary," or other equivalent term shall be construed to include any adopted person and his or her descendants whether natural or adopted.

ELEVENTHSITUS, OPERATION AND CONSTRUCTION

(a) The trust herein provided shall be administered and this Trust Agreement shall be construed in accordance with the laws of the State of Michigan.

(b) If the provisions of any trust established herein for any beneficiary shall be violative of the Uniform Statutory Rule against Perpetuities, then such Trust shall be based upon the lives of all beneficiaries of all other trusts established herein whose lives shall be competent under said Uniform Statutory Rule against Perpetuities, and such Trust for such beneficiary shall continue with all its other provisions until the later of (1) the expiration of twenty-one (21) years after the death of the last survivor of said competent lives or (2) ninety (90) years after the creation of any interest herein, unless the provisions of any such Trust so continued by this provision shall direct the conveyance of any part or all of the principal of such Trust to the beneficiary thereof to take place prior to the termination of such Trust as continued by this provision, in which case such conveyance shall be made in accordance with such direction.

(c) Pursuant to Michigan Revised Probate Code section 801.(2), the Trustee is directed not to register this Trust Agreement with a Probate Court of the State of Michigan.

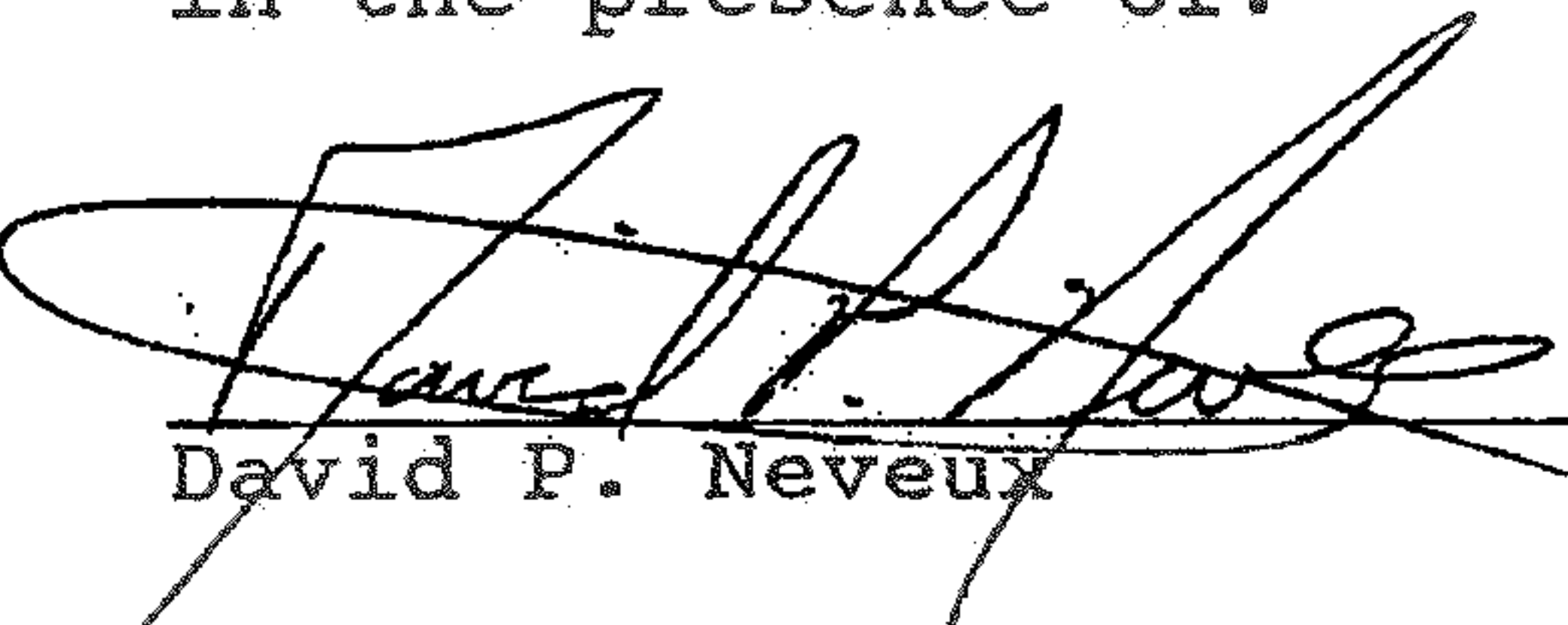
(d) If at any time during the existence of this Trust, real property located outside the State of Michigan becomes part of the trust corpus and if the Trustee is unable or unwilling for any reason to act as Trustee of said foreign real estate, then in such event the Trustee may appoint an individual or another corporation to act as Special Trustee hereunder in place of the Trustee solely with regard to such foreign real estate. The appointed Special Trustee shall have the necessary responsibility and authority over

such foreign real estate as if said Trustee were originally named hereunder, but shall have no authority or power over any other assets in this Trust.

(e) Wherever in this Trust Agreement words, including pronouns, are used in the neuter, they shall be read and construed in the feminine or masculine whenever they would so apply, and wherever in this Trust Agreement words "Executor" or "Trustee" and other words, including pronouns are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

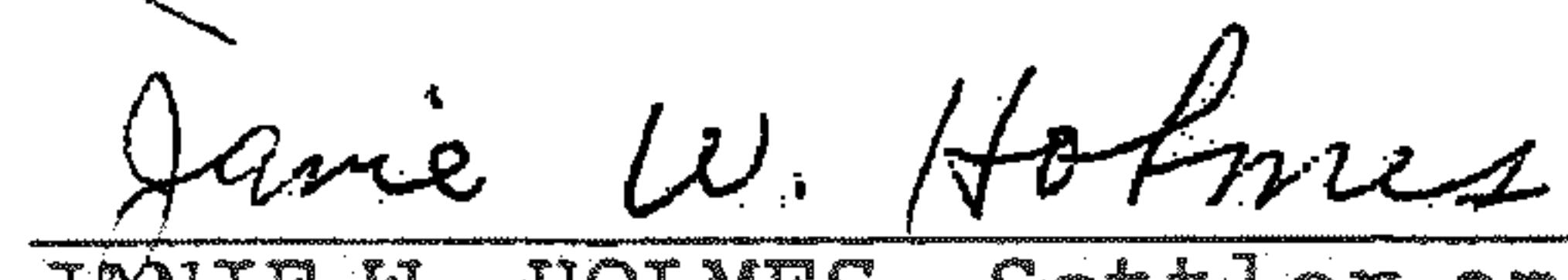
IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement as of the day first above written, and by so doing the Trustee herein named accepts all of the duties and conditions imposed.

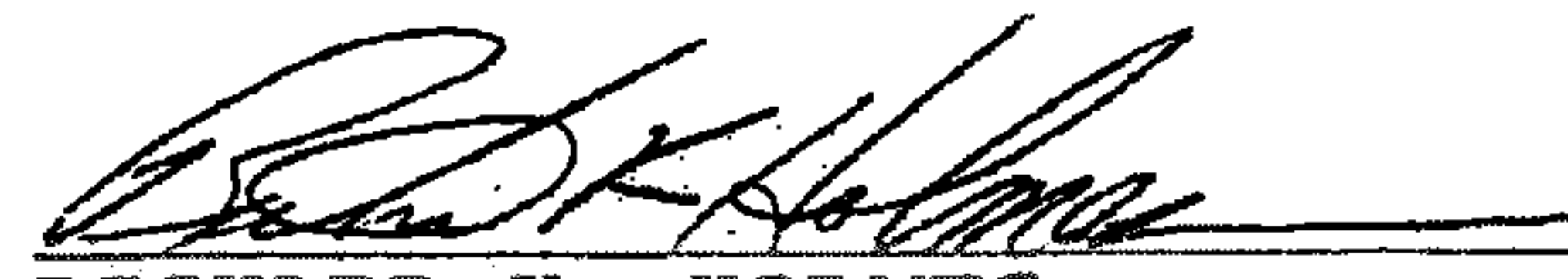
Signed, sealed and delivered
in the presence of:


David P. Neveux


HORACE R. HOLMES, Settlor and Trustee


Heather D. Bronikowski


JANIE W. HOLMES, Settlor and Trustee


RICHARD K. HOLMES,
Successor Co-Trustee

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

On this 8th day of June, 1994, before me personally appeared HORACE R. HOLMES, JANIE W. HOLMES and RICHARD K. HOLMES, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires: 8/20/96

Heather D. Bronikowski
Heather D. Bronikowski
Notary Public, Macomb County
(Acting in Wayne), Michigan

ALABAMA

Center for Health Statistics

ALABAMA

CERTIFICATE OF DEATH

11-19652

State File Number 101

County
File
NumberTYPE IN PERMANENT
BLACK INK. DO NOT
USE GREEN, RED, OR
BLUE INK.

1. DECEASED—NAME First Middle Last (Type last name all capitals) Horace R. HOLMES			2. DATE OF DEATH (Month, Day, Year) May 19, 2011		3. COUNTY OF DEATH Shelby		
4. CITY, TOWN, OR LOCATION OF DEATH AND ZIP CODE Alabaster, 35007			5. INSIDE CITY LIMITS (Specify Yes or No) Yes		6. PLACE OF DEATH—HOSPITAL OR OTHER INSTITUTION—(If not in either, give street and number) Shelby Baptist Medical Center		
7. IF HOSPITAL (Specify Inpatient, ER or Outpatient, DCA) Inpatient			8. OF HISPANIC ORIGIN (Specify Yes or No) If Yes, Specify Cuban, Mexican, Puerto Rican, etc. No		9. RACE—(Specify American Indian, Black, White, etc.) White		
10. SEX Male			11. AGE 82 yrs.		12. UNDER 1 YEAR MOS. DAYS HOURS MINS.		
13. DATE OF BIRTH (Month, Day, Year) May 7, 1929			14. DECEASED'S SOCIAL SECURITY NUMBER [REDACTED]		15. EDUCATION (Specify ONLY highest grade completed below) Elementary or High School (K-12) College (1-4 or 5+) 12		
16. MARITAL STATUS (Specify Married, Never Married, Widowed, Divorced) Married			17. SURVIVING SPOUSE (If wife, give maiden name) Janice Webster		18. Was Decedent ever in Armed Forces (Specify Yes or No) No		
19. STATE OF BIRTH (If not in USA, name country) Alabama		20. RESIDENCE—STATE Alabama		21. COUNTY Shelby		22. CITY, TOWN, OR LOCATION AND ZIP CODE Maylene, 35114	
23. INSIDE CITY LIMITS (Specify Yes or No) Yes		24. STREET AND NUMBER 276 Victoria Station		25. INFORMANT—Name and Address Janice Holmes 276 Victoria Station Maylene, AL 35114			
26. USUAL OCCUPATION (Give kind of work done during most of working life even if retired) Security				27. KIND OF BUSINESS OR INDUSTRY Automotive Factory			
28. FATHER—NAME First Middle Last James Lawrence Holmes			29. MAIDEN NAME OF MOTHER— First Middle Last Lillie Chambless				
30. DISPOSITION OF BODY (Specify Burial, Cremation, Medical Donation, Hospital Disposal, Other) Burial		31. DATE OF DISPOSITION (Month, Day, Year) May 22, 2011		32. CEMETERY OR CREMATORY—Name Berea Cemetery		33. LOCATION—(City or Town—State) Fayette, Alabama	
34. FUNERAL HOME—Name and Address Miles Funeral Home P.O. Box 297 Winfield, AL 35594			35. FUNERAL DIRECTOR—Signature <i>Cynthia Reese</i>		36. DATE SIGNED BY FUNERAL DIRECTOR June 3, 2011		
37. <input checked="" type="checkbox"/> Certifying Physician (Physician certifying cause of death) "To the best of my knowledge death occurred at the time, date, and due to the cause(s) and manner stated." — Medical Examiner — Coroner "On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place, and due to the cause(s) and manner stated." Signature <i>[Signature]</i>					38. DATE SIGNED (Month, Day, Year) 5/29/2011		
39. TIME AND DATE OF DEATH 05/19/2011 2243		40. DATE AND TIME PROVOUNCED DEAD (For Coroner/M.E. use only)		41. NAME AND TITLE OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46) Kasey Abanonu, M.D.			
42. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46) 1000 First Street North Alabaster, AL 35007					43. CERTIFIER LICENSE NUMBER 29646		
44. REGISTRAR—Signature <i>Chris Payne</i>					45. DATE FILED (Month, Day, Year) June 9, 2011		

MEDICAL CERTIFICATION

46. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. LIST ONLY ONE CAUSE ON EACH LINE. IMMEDIATE CAUSE (Final disease or condition resulting in death) → Respiratory Failure		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH	
DUE TO (OR AS A CONSEQUENCE OF):			
b. Cardiac Arrest			
DUE TO (OR AS A CONSEQUENCE OF):			
c. DUE TO (OR AS A CONSEQUENCE OF):			
Sequently list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST			
47. PART II. Other significant conditions contributing to death but not resulting in the immediate cause.		48. WAS THERE A PREGNANCY IN LAST 42 DAYS? (Specify Yes, No, or Unk.)	
49. MANNER OF DEATH (Specify—Accident, Homicide, Suicide, Undetermined, Circumst.) Natural Cause		50. AUTOPSY (Specify Yes or No) No	
51. If yes, were findings considered in determining cause of death? (Specify Yes or No)		52. DATE OF INJURY (Month, Day, Year) June 9, 2011	
53. INJURY AT WORK (Specify Yes or No)		54. PLACE OF INJURY—(Specify at home, farm, street, factory, office building, etc.)	
55. LOCATION OF INJURY (Street or R.F.D. No., City or Town, State)			

This is a legal record and must be filed within five (5) days after death.

ADPH-HS 2/Rev. 11-93

JUN 10 2011

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2011-274-200-4

Catherine M. Donald

Catherine Molchan Donald
State Registrar of Vital Statistics

June 15, 2011

HOLMES, HORACE R.

NAME OF DECEASED

DECEASED

BURIAL

CERTIFIER

CAUSE