

CAROLYN H. LUCAS TRUST

DATED 03/20/64

First Amendment dated 03/06/71

Second Amendment dated 12/04/75

T R U S T A G R E E M E N T

T R U S T A G R E E M E N T entered into this 20<sup>th</sup>  
day of MARCH, 1964, by and between CAROLYN H. LUCAS  
of Grosse Pointe, Michigan, Grantor, and CHARLES A. PARCELLS, JR.  
of Grosse Pointe Farms, Michigan, FRANK HUBBARD PARCELLS, of  
Grosse Pointe Park, Michigan, and JAY W. SORGE of Grosse Pointe  
Farms, Michigan, Trustees:

WITNESSETH:

WHEREAS, Grantor desires to create a trust of certain  
property to be held for the benefit of herself and others, all  
on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises,  
Grantor assigns and conveys to Trustees and Trustees acknowledge  
receipt of the property described in Exhibit A attached hereto,  
in trust, however, for the uses and purposes herein set forth:

FIRST

During the lifetime of Grantor, said Trustees shall  
pay over to Grantor in convenient installments and at least  
quarter-annually the entire net income of the trust and in  
addition such portion of the principal as Grantor may from time  
to time request.

SECOND

Upon the death of Grantor, said Trustees shall see  
that all expenses of Grantor's last illness, her debts, funeral  
expenses and all administration expenses which have not been paid

out of the separate estate of Grantor or from other sources shall be paid out of the corpus or principal of said trust estate, and the balance of said trust estate shall be held in trust and disposed of by said Trustees or the survivor or survivors of them, as follows:

(a) The Trustees shall divide the within trust estate into four equal trusts, one for each of Grantor's children, ELIZABETH PARCELLS ARMS, MARIANA PARCELLS WAGONER, CHARLES A. PARCELLS, JR., and FRANK HUBBARD PARCELLS. Should either of Grantor's said children have predeceased Grantor, leaving issue surviving Grantor, the share of the residue which would otherwise have been used to establish a trust for such deceased child shall be used to establish a trust for such issue, subject to the same general trust terms and conditions, each of said issue to have an equal interest therein; if there shall be no issue, such share shall be divided equally among and added to the remaining trusts herein provided. It shall not be necessary, however, for Grantor's Trustees to actually physically divide the same into as many parts as there may be trusts, but the undivided parts thereof shall be duly evidenced by appropriate book entries and shall be deemed to have been definitely allocated to the several trusts.

(b) The trusts herein created shall continue until the last to die of Grantor's husband, RUSSELL H. LUCAS, and Grantor's four children, ELIZABETH PARCELLS ARMS, MARIANA PARCELLS WAGONER, CHARLES A. PARCELLS, JR., and FRANK HUBBARD PARCELLS.

(c) From the net income of all of the aforesaid trusts, the Trustees may, in their sole discretion, pay an amount not to exceed One Thousand Dollars (\$1,000.00) per month to Grantor's husband, RUSSELL H. LUCAS, so long as he shall live. Any amounts of income so paid shall be charged equally to the aforesaid trusts.

(d) After payment of amounts, if any, to Grantor's husband under subparagraph (c) of this Paragraph SECOND, from the balance of said income, Grantor's Trustees may pay such amounts of income, if any, to one or more of Grantor's said children from the respective trust for such child as the Trustees shall in their sole and absolute discretion determine, provided, however, that no child of Grantor who is a Trustee hereunder shall participate in the determination regarding the distribution to himself or herself.

(e) Upon the death of each child of Grantor, the Trustees shall pay over any accumulated income in said respective trust in equal amounts to the then living children of such

child (grandchildren of Grantor) with the issue of any deceased grandchild to take his or her parent's share by right of representation; thereafter subject to the prior discretionary right of the Trustees to pay income to Grantor's husband, RUSSELL H. LUCAS, as provided in subparagraph (c) hereof, which amounts, if any, shall be charged equally to all trusts then in existence, during the continuance of such trust, the annual income from such trust shall be divided into as many equal shares as there are children of such deceased child of Grantor then living and deceased grandchildren with issue then surviving, and each grandchild surviving the annual distribution date (determined by the Trustees) shall receive one share of such income, and the issue of any deceased grandchild surviving such annual date for distribution shall divide the deceased's grandchild's share per stirpes. Such income may be distributed by my Trustees in convenient installments but at least annually. In the event there shall be no grandchild or issue of any grandchild of Grantor living at the death of the respective child of Grantor, or in the event no such grandchild or issue of any grandchild shall survive the date of distribution of corpus provided for in subparagraph (g) hereof, then such income shall be accumulated and become part of the corpus to be distributed in accordance with the terms of subparagraph (g) hereof.

(f) If any emergency, such as illness, accident or extraordinary financial distress shall befall any of Grantor's children or any of their issue, or if in the opinion of Grantor's Trustees the income from all sources, including that available from the respective trusts, shall not be sufficient for the proper education of any of the issue of Grantor's said children, then Grantor's Trustees may, in their sole discretion, after using all the income available from the respective trust for the respective beneficiary as hereinbefore provided, use and expend such part of the principal of said respective trust as they may deem necessary under the circumstances.

(g) Upon the death of the last to die of Grantor's said husband and Grantor's said children, the testamentary trusts hereinabove provided for shall terminate, and all of the trust corpus from the various trusts shall be pooled and shall be divided into as many shares as there are grandchildren of Grantor then living and deceased grandchildren with issue then surviving, and each grandchild then surviving shall receive one share, and the issue then surviving of any deceased grandchild shall divide the deceased grandchild's share per stirpes. In the event that, at the time for such distribution under this subparagraph (g) of Paragraph SECOND, there shall be no surviving grandchild or surviving issue of any deceased grandchild of Grantor, then the trust corpus shall be paid over to Grantor's then living heirs under the statutes for the distribution of personal property under the laws of the State of Michigan.

THIRD

Other funds, securities and property may be transferred (by Will or otherwise) by the Grantor or by others to the Trustees hereunder as additions to the trust estate hereof and if so added shall be and become a part of the corpus of the trust hereof the same as if originally included hereunder, and the portion thus added shall constitute principal thereof and the trust conditions applicable shall govern the disposition of the principal and income.

FOURTH

The Trustees are hereby vested with full and complete title to all of the property and estate embraced within the trusts hereof, both as to principal and income therefrom, subject only to the execution of the trusts hereof; and further, neither the principal nor the income of the trust estate shall be liable for the debts of any beneficiary hereof, nor shall the same be subject to seizure by any creditor of any beneficiary under any writ or proceeding at law or in equity, and no beneficiary hereunder shall have any power to sell, assign, transfer, encumber or in any other manner anticipate or dispose of his or her interest in the trust estate or the income produced thereby.

FIFTH

The Trustees hereunder shall have the following powers and authority in respect of all property embraced within every trust estate herein provided, viz.:

To take possession of the trust property, and to collect and receive the moneys, interests, profits and income arising

therefrom, with full power in the Trustees to manage, invest and reinvest the same and all such trust estate in any kind of property, personal and real, including by way of illustration: bonds, interests in any amount in common trust funds maintained by the Trustees, stocks of any class, mortgages and other investments and property as in the discretion of the Trustees may seem most advantageous to such trust estate and the beneficiaries thereof; to vote, in person or by proxy with respect to any and all securities; to exercise, or sell, options, conversion privileges or rights to subscribe for additional securities and to make payments therefor; to consent to or join in any voting trusts, reorganizations, consolidations, mergers, foreclosures, and liquidations, and in connection therewith to deposit securities with or under the direction of any protective committee under such terms as the Trustees may deem advisable, and to accept and hold any securities or other property received through the exercise of any of the foregoing powers; to have issued and hold unregistered, or in their name, or in the name of a nominee securities or other property requiring or permitting registration; to retain all property in the form in which the same shall be received by the Trustees, unless herein otherwise directed, and to sell, either for cash or part cash and part deferred payments, to option, convey, exchange, lease for any length of time and with or without covenants of renewal, to borrow money on the general credit of any trust or trusts or by pledge or mortgage of any of the trust property as security for the repayment thereof, to renew from time to time any note or other obligation, to mortgage, pledge, partition, improve, repair, surrender, abandon and distribute or otherwise

dispose of or deal with all of the trust property, or any part thereof, or any interest therein, at such time or times and in such manner, either public or private, and upon such terms as in the absolute and uncontrolled discretion of the Trustees may seem expedient and proper; to settle, compromise or abandon all claims in favor of or against the trust estate; and except as herein otherwise provided, to make distributions or divisions of the trust estate in cash or in kind, or both, in equal or unequal proportions at valuations determined by the Trustees. No person or corporation dealing with the Trustees shall be required to investigate the regularity, validity or propriety of any transaction with respect to the disposition of cash or property of the trust estate or the application of the proceeds of any such transaction.

SIXTH

The Trustees are expressly authorized to purchase and retain in the form in which the same shall be received by them, as an investment for the trust estate, any securities or other personal property belonging to the estate of the Grantor, and may also loan to the Executors or other representative of the Grantor's estate, out of either the principal or accumulated income of the trust estate, such amounts as the Trustees may deem necessary to protect and conserve the assets of Grantor's estate. Such loans may be secured or unsecured. The Trustees shall not be liable for any loss suffered by the trust estate as a result of the exercise of the powers created herein.

SEVENTH

In addition to the permissions and authorities hereinbefore provided after Grantor's death, to the extent that the assets of the Grantor's estate (other than real estate, tangible personal property and any other property which in the sole judgment of the Trustees do not have a readily realizable market value) are insufficient, the Trustees are further authorized to pay the Grantor's funeral and burial expenses, legally enforceable claims against the Grantor or her estate, reasonable expenses of administration of her estate, any allowances by court order for those dependent upon her, and all inheritance, estate and succession taxes payable by reason of the Grantor's death, together with any interest thereon or other additions thereto, without reimbursement from the Grantor's Executors or Administrator, from any beneficiary of insurance upon the Grantor's life, or from any other person. The Trustees may make such payments directly or may pay over the amounts thereof to the Executors or Administrator of the Grantor's estate. Written statements by the Executors or Administrator of the sums to be paid hereunder shall be sufficient evidence of their amount and propriety for the protection of the Trustees, and the Trustees shall be under no duty to see to the application of any such payments.

EIGHTH

Dividends paid in and rights to subscribe to property other than cash, including securities, whether or not of the same corporation, and shares of stock received as the result of a stock split-up, shall normally be dealt with as principal, but

the Trustees are authorized in their absolute discretion to allocate the whole or any part of any such dividend or right or shares of stock to income if in their opinion such dividend or right or shares of stock should be considered as a distribution of current earnings by the corporation declaring or issuing the same. All cash dividends, except liquidating dividends, shall be considered as income.

NINTH

No appreciation in value of corpus of any trust estate, nor profit resultant from the sale or disposition of any corpus thereof, shall be considered as income but rather as an increment in value of principal. In the case of sale or disposition of corpus the profit, after deducting therefrom all income taxes payable with respect thereto, shall be added to the principal of the fund in which the corpus sold or disposed of was previously held.

TENTH

The Grantor shall have the power to any time during her lifetime by an instrument in writing delivered to the Trustees to modify, alter, amend or revoke this Agreement, in whole or in part, and to change the beneficiaries thereof, and to withdraw any part or all of the principal of this trust estate; provided, however, that the duties and responsibilities of the Trustees hereunder shall not be substantially increased without their consent.

ELEVENTH

Any person who qualifies as such by virtue of legal birth or legal adoption shall be deemed and treated as a "child", "grandchild" or "descendant", as such terms are used herein. Wherever in this Agreement words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this Agreement the words "Executors" or "Trustees" 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.

TWELFTH

In the event of the death, incapacity or failure to act of any Trustee hereunder, the remaining two Trustees shall choose a successor Trustee so that there are always three Trustees hereunder.

THIRTEENTH

In the event the three Trustees appointed hereunder are unable to reach a unanimous agreement on any matter under this Trust Agreement, the vote of the majority shall control.

FOURTEENTH

The trusts created hereunder have been established in the State of Michigan and all questions pertaining to their validity, construction and administration shall be determined in accordance with the laws of that State, and the Trustees are

authorized and empowered to invoke the jurisdiction of Circuit Court of Wayne County, Michigan, whenever the Trustees deem such action necessary in connection with the interpretation of the trust instrument or for instructions, or with relation to any matters arising out of the administration of this trust.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement the day and year first above written.

In the Presence of  
as to Grantor:

Mary Jane Sarge  
Charles E. Pyley

Carly H. Lucas  
Grantor

In the Presence of  
as to Trustees:

Mary Jane Sarge  
Charles E. Pyley

Charles A. Parcels, Jr.  
Charles A. Parcels, Jr.

As to Charles A. Parcels, Jr.

Mary Jane Sarge  
Charles E. Pyley

Frank Hubbard Parcels  
Frank Hubbard Parcels

As to Frank Hubbard Parcels

Mary Jane Sarge  
Charles E. Pyley

Jay W. Sarge  
Jay W. Sarge

As to Jay W. Sarge

EXHIBIT A

Such securities as may be carried from time to time on the books of Charles A. Parcels & Co., of 639 Penobscot Building, Detroit 26, Michigan, in the account of Charles A. Parcels, Jr., Frank Hubbard Parcels and Jay W. Sorge, Trustees, or in the account of the Successor Trustees under the Trust Agreement in which Carolyn H. Lucas of Grosse Pointe, Michigan is Grantor and Charles A. Parcels, Jr., Frank Hubbard Parcels and Jay W. Sorge, are Trustees. Said Trust Agreement being dated the 20th day of March, 1964, and to which this Exhibit A is an exhibit.

AMENDMENT TO TRUST AGREEMENT

THIS AGREEMENT, entered into this 6<sup>th</sup> day of March, 1971, by and between CAROLYN H. LUCAS of Grosse Pointe, Michigan, Grantor, and CHARLES A. PARCELLS, JR. of Grosse Pointe Farms, Michigan, FRANK HUBBARD PARCELLS of Grosse Pointe Park, Michigan, and JAY W. SORGE of Grosse Pointe Farms, Michigan;

WITNESSETH:

WHEREAS, Grantor and Trustees are the parties to a certain Trust Agreement (the "Trust Agreement") dated the 20th day of March, 1964, wherein Grantor created a trust of certain property to be held by Trustees for the benefit of Grantor and others, all on the terms and conditions therein set forth; and

WHEREAS, Grantor desires to amend the Trust Agreement and the trust thereunder created, all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and in consideration of the premises set forth in the Trust Agreement, Grantor modifies and amends the Trust Agreement in the following particulars:

I

Article TWELFTH of the said Trust Agreement dated March 20, 1964 is hereby amended in its entirety, and shall hereafter read as follows:

"In the event of the death, incapacity or failure to act of any Trustee hereunder, there is nominated and appointed as a Successor Trustee hereunder, CHARLES S. ARMS. In the event thereafter of the death, incapacity or failure to act of any Trustee hereunder, or the failure to act of said CHARLES S. ARMS, the remaining two Trustees shall choose a Successor Trustee in order that there may always be three Trustees acting hereunder. Any Successor Trustee shall succeed to all of the powers, duties and responsibility of the Trustees hereunder upon his acceptance of the trusts hereof without order of Court."

II

In all other respects the said Trust Agreement dated March 20, 1964 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Trust Agreement the day and year first above written.

In the Presence of  
as to Grantor:

Rose Sanders

Carolyn H. Lucas  
Carolyn H. Lucas, Grantor

Mary Jane Sorge

In the Presence of  
as to Trustees:

Rose Sanders

Charles A. Parcels, Jr.  
Charles A. Parcels, Jr.,  
Trustee

Mary Jane Sorge

As to Charles A. Parcels, Jr.

Rose Sanders

Frank Hubbard Parcels  
Frank Hubbard Parcels, Trustee

Mary Jane Sorge

As to Frank Hubbard Parcels

Rose Sanders

Jay W. Sorge  
Jay W. Sorge, Trustee

Mary Jane Sorge

As to Jay W. Sorge

SECOND AMENDMENT TO AGREEMENT OF TRUST

THIS SECOND AMENDMENT TO AGREEMENT OF TRUST is made this 4<sup>th</sup> day of December, 1975, by and between CAROLYN H. LUCAS as Grantor, and CHARLES A. PARCELLS, JR., FRANK HUBBARD PARCELLS and JAY W. SORGE as Trustees.

WHEREAS, the parties have entered into a certain Agreement of Trust dated March 20, 1964, as amended by Agreement of March 6, 1971; and

WHEREAS the said parties are desirous of amending certain provisions thereof;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Article SEVENTH of said Agreement of Trust shall be amended in its entirety to read as follows:

"SEVENTH

A. In addition to the permissions and authorities hereinbefore provided after Grantor's death, to the extent that the assets of the Grantor's estate (other than real estate, tangible personal property and any other property which in the sole judgment of the Trustees do not have a readily realizable market value) are insufficient, the Trustees are further authorized to pay the Grantor's funeral and burial expenses, legally enforceable claims against the Grantor or her estate, reasonable expenses of administration of her estate, any allowances by court order for those dependent upon her, and all inheritance, estate and succession taxes payable by reason of the Grantor's death, together with any interest thereon or other additions thereto, without reimbursement from the Grantor's Executors or Administrator, from any beneficiary of insurance upon the Grantor's life,

or from any other person. The Trustees may make such payments directly or may pay over the amounts thereof to the Executors or Administrator of the Grantor's estate. Written statements by the Executors or Administrator of the sums to be paid hereunder shall be sufficient evidence of their amount and propriety for the protection of the Trustees, and the Trustees shall be under no duty to see to the application of any such payments.

B. In the event there are any United States Treasury Bonds redeemable at par value in payment of the Federal estate tax comprising part of the trust estate hereunder, the Trustees are hereby authorized and directed to apply such Bonds toward the payment of said tax in an amount, including accrued interest, not exceeding the total Federal estate tax due by reason of the Grantor's death. Said Bonds may be presented for payment directly by the Trustees or distributed to the Executor or Administrator of Grantor's estate, as the Trustees in the exercise of their sole discretion shall determine. The Trustees may rely upon any written representations made by the Administrator or Executor of the Grantor's estate as to the total Federal estate tax payable by reason of the death of the Grantor and shall be under no duty to verify the correctness of such computation of tax."

2. In all other respects the said Agreement of Trust dated March 20, 1964, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the said CAROLYN H. LUCAS, has hereunto set her hand and seal as Grantor, and CHARLES A. PARCELLS, JR., FRANK HUBBARD PARCELLS, and JAY W. SORGE

have set their hands and seals as Trustees on the day and year first above written.

Witness: Carolyn H. Lucas  
Carolyn H. Lucas, Grantor  
Anne L. Parcels

Rose Sanders

Witness: Charles A. Parcels, Jr.  
Charles A. Parcels, Jr., Trustee  
Anne L. Parcels

Rose Sanders

Frank Hubbard Parcels  
Frank Hubbard Parcels, Trustee  
Anne L. Parcels

Rose Sanders

Jay W. Sorge  
Jay W. Sorge, Trustee  
Anne L. Parcels

Rose Sanders

STATE OF MICHIGAN )  
COUNTY OF WAYNE ) SS

On this 4th day of December, 1975, before me, a Notary Public within and for the County and State aforesaid, personally appeared CAROLYN H. LUCAS, to me known to be the same person described in and who executed the foregoing instrument and who acknowledged to me that she executed the same as her free and voluntary act and deed.

Celia G. Dittberner  
Notary Public, Wayne County, Michigan  
My Commission Expires 2/27/78

CELIA G. DITTBERNER  
Notary Public, Macomb County, Michigan  
Acting in Wayne County, Michigan  
My Commission Expires February 27 1978

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE )

On this 4th day of December, 1975, before me,
a Notary Public within and for the County and State aforesaid,
personally appeared CHARLES A. PARCELLS, JR., to me known
to be the same person described in and who executed the
foregoing instrument and who acknowledged to me that he
executed the same as his free and voluntary act and deed.

Celia G. Dittberner
Notary Public, Wayne County, Michigan
My Commission Expires 2/27/78
CELIA G. DITBERNER
Notary Public, Meacomb County, Michigan
Acting in Wayne County, Michigan
My Commission Expires February 27 1978

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE )

On this 4th day of December, 1975, before me,
a Notary Public within and for the County and State aforesaid,
personally appeared FRANK HUBBARD PARCELLS, to me known
to be the same person described in and who executed the
foregoing instrument and who acknowledged to me that he
executed the same as his free and voluntary act and deed.

Celia G. Dittberner
Notary Public, Wayne County, Michigan
My Commission Expires 2/27/78
CELIA G. DITBERNER
Notary Public, Meacomb County, Michigan
Acting in Wayne County, Michigan
My Commission Expires February 27 1978

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE )

On this \_\_\_ day of \_\_\_, 197\_, before me,
a Notary Public within and for the County and State aforesaid,
personally appeared JAY W. SORGE, to me known to be the

same person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same as his free and voluntary act and deed.

\_\_\_\_\_  
Notary Public, Wayne County, Michigan

My Commission Expires \_\_\_\_\_