

SECOND AMENDMENT AND RESTATED TRUST FOR THE BENEFIT OF ANNE R. WOLFE

COPY

On this 11th day of May, 2015, I, Ellen L. Wolfe, sign this Second Amendment and Restated Trust for the Benefit of Anne R. Wolfe. Under paragraph 1.6 of the Trust, I reserved the right to amend the Trust from time to time in any manner and desire to amend the Trust.

My deceased spouse, Richard A. Wolfe, and I, Ellen L. Wolfe, created the Anne R. Wolfe Special Needs Trust, now known as the Trust for the benefit of Anne R. Wolfe, on February 15, 2002, as Grantors and the Initial Trustees of the Trust. The following amendments have been executed: Amended and Restated Trust for the benefit of Anne R. Wolfe on April 4, 2007; and the First Amendment to Amended and Restated Trust for the benefit of Anne R. Wolfe on April 19, 2012.

My spouse, Richard A. Wolfe, has predeceased me. I am the currently acting sole Trustee of the trust.

I hereby declare this to be the Second Amendment and Restated Trust for the benefit of Anne R. Wolfe and accordingly amend the Trust for the benefit of Anne R. Wolfe by amending such trust in its entirety and restating such trust as follows:

I, Ellen L. Wolfe, will be called Trustee, and any successor trustee, will be called, "Trustee" in this Agreement and will be referred to in singular neuter pronouns. Any further property that may be received by Trustee shall be held and distributed as follows:

1. Introduction

1.1 Name of Trust. This Agreement and any trust created hereunder may be called the "Trust for the benefit of Anne R. Wolfe", formerly known as the "Anne R. Wolfe Special Needs Trust", or any other designation which reasonably describes this Agreement or the trust.

1.2 Recognition of Prior Trust and Assets in Trust. The Trustee and all third parties shall recognize as Trust assets those assets titled in the "Anne R. Wolfe Special Needs Trust dated February 15, 2002" as well as assets subsequently titled in the name of the "Trust for the benefit of Anne R. Wolfe", including any amendments thereto.

1.3 **Revocable Trust.** I, during my lifetime, reserve the right, by signed instrument delivered to the Trustee, to revoke this Agreement in whole or in part, and to amend it from time to time in any respect (including, but not by way of limitation, adding or withdrawing property), except that the duties and compensation of Trustee shall not be materially changed by any amendment without the Trustee's written approval. This Agreement shall become irrevocable at my death.

1.4 **Termination of Trust.** Notwithstanding anything herein to the contrary, the Beneficiary shall not have the right to revoke or terminate this trust, nor compel distributions of any kind from the Trustee

1.5 **Additions and Withdrawals.** I reserve the right to add property to, and withdraw property from, the trust. Others may contribute property to this Agreement, EXCEPT no property belonging to Anne R. Wolfe will be transferred to, or accepted by, the Trustee.

2. Disposition of Trust Assets

2.1 **During the Life of Beneficiary.** During the life of Anne R. Wolfe ("Beneficiary"), Trustee shall hold all of the trust property in a single trust that shall be administered as follows:

- (a) **Intent of Grantor.** This trust is intended to be a purely discretionary special needs trust and not a support trust, the property of which is available to supplement the quality of life of Beneficiary, while she is alive.
- (b) **Income and Principal.** During the life of Beneficiary, Trustee may pay to or apply for the benefit of Beneficiary part or all of the annual income and such amounts from the principal of the trust from time to time as Trustee, in its sole discretion, determines to be reasonable and appropriate under the circumstances, taking into consideration Beneficiary's potential needs, best interests, and welfare. Trustee has the right, but not the obligation, to take into account funds available from all other sources known to Trustee, including, but not limited to funds available from any government, or governmental or quasi-governmental agency. Trustee shall have full and complete discretion as to whether any such payments shall be made hereunder, the purpose of such payments and the amounts thereof. Trustee shall have full and complete discretion as to whether distributions are made directly to Beneficiary, or directly to third-party vendors, for the benefit of Beneficiary. Neither the Beneficiary of this Agreement nor any representative or creditor of any Beneficiary shall have the right to compel the making of

any distributions hereunder, all such distributions, if any, shall be in the complete control of Trustee; Trustee having the right, for example, to make substantial distributions, or, alternately, to make no distributions whatsoever.

(c) **Spendthrift Provision.** No interest in the principal or income of this Trust shall be anticipated, assigned or encumbered, or shall be subject to any creditor's claim or to legal process prior to its actual receipt by a Beneficiary. Furthermore, I declare that it is my intent, as expressed herein, that no part of the corpus hereof, neither principal or undistributed income, shall be subject to the claims of voluntary or involuntary creditors for the provision of care and services, including residential care, by any public entity, office, department or agency of the State of Michigan, or of any other state, or the United States, or any other governmental agency.

2.2 Upon the Death of Beneficiary. Upon the death of Anne R. Wolfe, Beneficiary, after payment of all expenses of administration, and after payment of any funeral expenses for Beneficiary, which expenses may be paid by Trustee at its discretion; the remaining Trust property shall be distributed in equal shares to my then living children, namely: Christopher L. Wolfe, Alan R. Wolfe, Joel R. Wolfe and Hal W. Wolfe. A deceased child's share shall be distributed in equal shares to the descendants of the deceased child, by representation, subject to trust retention under paragraph 2.3, if any, and if not, such deceased child's share shall be distributed pro rata among my surviving children.

2.3 Beneficiary Under Disability/Age 25. The following provisions apply to all trusts created and all distributions to be made pursuant to this Agreement. If a beneficiary is under the age of twenty-five (25) or legally disabled or, in Trustee's opinion, incapable of managing a trust distribution, Trustee either may expend directly any income or principal that it is authorized to use for the beneficiary, or may pay it to or for the benefit of the beneficiary, or to the beneficiary's conservator, if any, or any adult with whom the beneficiary is residing, without responsibility for its expenditure. If Trustee is directed to distribute any portion of trust principal to that beneficiary, the trust principal shall vest in the beneficiary indefeasibly, but Trustee, in its discretion, may distribute the portion to a custodian under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act, or hold the portion as a separate trust for the period of time Trustee deems advisable but not (a) after the time the beneficiary reaches the age of twenty-five (25) years, (b) after the removal of the legal disability, or (c) after the time Trustee deems the beneficiary is capable of managing a trust distribution, whichever is latest. If Trustee holds the portion as a separate trust, Trustee may pay to or for the benefit of the beneficiary so much of the income and principal as Trustee determines to be required for the beneficiary's reasonable health care, education, support, and maintenance.

3. Replacement of Trustee

3.1 Successor Trustee. If Ellen L. Wolfe is removed or becomes unable or unwilling to serve, then the following individuals shall serve as Successor Trustee in the order as follows: first, Christopher L. Wolfe; second, Hal W. Wolfe; third, Cynthia M. Wolfe; and finally Chemical Bank.

3.2 Removal of Trustee and Appointment of Successor by Beneficiaries. A Trustee may be removed and a successor Trustee appointed by the income beneficiary (or multiple income beneficiaries by majority action), provided that no person acting alone, may remove or appoint a Trustee of a Trust which would then be included in that person's taxable estate solely by reason of this right of removal or appointment.

3.3 Title and Powers. Any successor Trustee shall have all the title, powers, and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer.

3.4 Corporate Successor. Any corporate successor to the trust business of any corporate Trustee acting under this Agreement shall become Trustee in place of its predecessor without the necessity of any conveyance or transfer.

4. Duties of Trustee

The statutory and common law duties of Trustee are supplemented and/or modified as follows:

4.1 Sole Benefit of Lifetime Beneficiary. During life of Beneficiary, Trustee shall administer this Agreement for the sole benefit of the Beneficiary and shall have no duty to balance the interests of the Beneficiary with the interests of remainder beneficiaries.

4.2 Investments. The purpose of this Agreement is to improve the quality of life of the Beneficiary. As such, trustee shall not be restrained by the prudent investor rule, MCL 700.1501, et seq, or any successor legislation, with respect to the choice of investments. While Trustee is expected to avoid speculative investments, it is recognized that Trustee may, in the best interests of the Beneficiary, purchase and manage residential property, or otherwise invest in other unproductive assets.

4.3 Legal Defense of Trust Purpose. The Trustee shall have the duty to defend this Agreement and the property held subject to it to accomplish the purposes for which this Trust was created, as expressed throughout this document. Trustee is granted full and complete discretion to initiate administrative and/or judicial proceedings for this purpose. In such event, all costs, including reasonable attorney fees, shall be a proper charge to the trust estate.

4.4 Trustee's Duty to Inform and Account to Beneficiary. So long as Ellen L. Wolfe is serving as Trustee, accountings shall not be provided to the Beneficiary. Any Trustee other than Ellen L. Wolfe shall account no less than annually to the Beneficiary and to Christopher L. Wolfe, Alan R. Wolfe, Joel R. Wolfe and Hal W. Wolfe, or by Court Order. Upon the death of Anne R. Wolfe, Beneficiary, Trustee shall provide such information regarding the Trust and accounts as required by the Michigan Trust Code, or any successor legislation.

4.5 Letter of Instruction. Grantor may draft written instructions outlining intentions, wishes, and desires regarding the beneficiary and the beneficiary's quality of life. If such written instructions are found or identified by the Trustee, Trustee shall attempt to perform those duties in accordance with said instructions.

5. Powers of Trustee

Every Trustee may exercise any and all of the powers granted to a Trustee under Michigan law, including the powers granted in the Michigan Trust Code, and any successor legislation, which powers shall be supplemented and/or modified as follows:

5.1 Legal Advocacy for Interests of Beneficiary. Trustee shall have the discretion to use Trust property to advocate for the interests of the Beneficiary, including, but not limited to, to initiate administrative and/or judicial proceedings for the purpose of determining or maintaining Beneficiary's eligibility for public or private benefits. In such event, all costs, including reasonable attorney fees, shall be a proper charge to the trust estate.

5.2 Authority to Relocate Trust. Every Trustee shall have the authority to move the place of administration of this Agreement to such jurisdiction(s) as Trustee deems appropriate. Such relocation may be done for the convenience of the Trustee, or for any other purpose consistent with the purpose for which this Trust was created. Accordingly, Trustee may, but is not required to, register this Agreement in such court(s) and at such times as Trustee deems appropriate. The laws governing this Agreement shall be the laws of the jurisdiction in which the Agreement is being administered.

5.3 Action by One Trustee. When more than one person is serving as Trustee, any one of them, acting alone, may exercise any power and authority of Trustee.

5.4 Ability to Amend. In order to further the purposes of the Trust, including to comply with the laws governing discretionary and "special needs" trusts, a Trustee may amend any administrative provision of the Trust in a writing signed and dated by the Trustee and delivered to those individuals entitled to accountings. A Trustee

may not amend the dispositive provisions of this Trust or alter the discretionary nature of the Beneficiary's interest in the Trust. Any exercise of this power which causes a Beneficiary to no longer be eligible for Medicaid, Supplemental Security Income or any other government benefit is void. Any valid exercise of this power of amendment shall take effect on the date the amendment is signed by the Trustee.

5.5 Miscellaneous Trustee Provisions. The following apply to every trust created under this Agreement:

- (a) **Trustee's Fees.** Trustee shall be entitled to reasonable compensation for services, and to reimbursement for reasonable expenses.
- (b) **Qualifying as Trustee.** A successor Trustee shall qualify upon signing an acceptance of trust and mailing or delivering the acceptance to one or more of the then beneficiaries of the Trust.
- (c) **Notice.** Unless otherwise specifically provided in this Agreement, Trustee may rely on any document believed by it to be genuine, or upon any evidence deemed by it to be sufficient, in making any trust payment or distribution. Trustee shall incur no liability for any payment or distribution made in good faith without actual knowledge of a changed condition affecting any person's interest in the trust.
- (d) **Disclaimer by Trustee.** Trustee may disclaim any disclaimable interest, in whole or in part, and any fiduciary power to the maximum extent permitted by law. However, Trustee may not disclaim a disclaimable interest if the right of disclaimer would affect adversely a marital deduction.

6. General Provisions

6.1 Certificate of Trust Existence and Authority. In addition to any certificate authorized by law, Trustee may, at any time, record, file, or deliver a certificate with or to any clerk, register of deeds, transfer agent, or other similar agency or office or to any person dealing with Trustee. The certificate shall contain a verbatim synopsis of certain provisions of this Agreement and shall be signed and acknowledged by Trustee or Trustee's attorney. Any purchaser or person dealing with Trustee shall be entitled to rely on the certificate as a full statement of the provisions of this Agreement that are pertinent to the particular transaction. Copies of the executed certificate shall have the same effect and authority as the executed certificate.

6.2 Rule Against Perpetuities. Notwithstanding any provision to the contrary, all trusts under this Agreement shall terminate not later than 21 years after the latest of my death or the death of the last survivor of my Descendants living on the date of my death, or a longer period (e.g., 90 years from the date the trusts become

irrevocable) if permitted by Michigan law. At the end of that period Trustee shall distribute each remaining portion of the trust property to the beneficiary or beneficiaries, at that time, of the current trust income, and if there is more than one beneficiary, in the proportions in which they are beneficiaries. However, if there is more than one beneficiary to whom current income could be paid but the interests are indefinite, Trustee shall distribute the trust property to the beneficiaries who are my Descendants, by right of representation, or if no Descendant of mine is a beneficiary, to all income and then living residuary beneficiaries of the trust equally.

6.3 **No Termination of Trust by Operation of Law.** This Agreement shall not be subject to any rules or presumptions imposed by law regarding the termination of this Agreement by reason of uneconomic viability or for any other reason.

6.4 **Miscellaneous General Provisions.** The following apply to this Agreement:

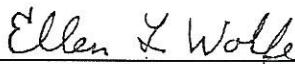
- (a) **Pronouns.** Whenever necessary in this Agreement and where the context permits the singular term and the related pronoun shall include the plural, and the masculine and the feminine, and, as to Trustee, the neuter.
- (b) **Captions.** Captions in this Agreement are used for convenience and shall not limit, broaden, or qualify the text.
- (c) **Provisions Severable.** If any provision of this agreement is declared by a court of competent jurisdiction or any state or federal agencies (including but not limited to, any State Medicaid Agency or the Social Security Administration) to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Executed and the trust accepted, as of the date first written above.

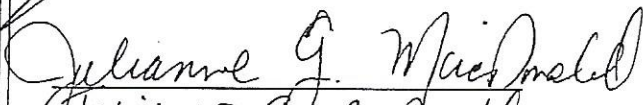
WITNESSES:



Joseph D. Weiler, Jr.



Ellen L. Wolfe
Grantor and Initial Trustee

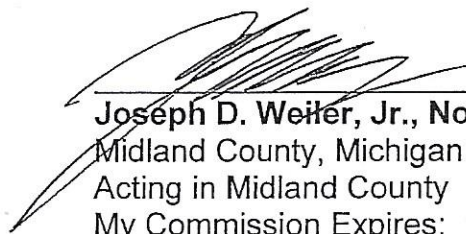


JULIANNE G. MacDonald

Notary Acknowledgment on Following Page

STATE OF MICHIGAN)
COUNTY OF MIDLAND)

On the 11th day of May, 2015, Ellen L. Wolfe appeared before me, signed, acknowledged, and delivered the above Agreement.



Joseph D. Weiler, Jr., Notary Public
Midland County, Michigan
Acting in Midland County
My Commission Expires: 9/22/15

Drafted By:
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