

## THIRD AMENDMENT TO TRUST FOR THE BENEFIT OF ANNE R. WOLFE

On this 5th day of November, 2015, I, Ellen L. Wolfe, sign this Third Amendment to 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; the First Amendment to Amended and Restated Trust for the benefit of Anne R. Wolfe on April 19, 2012; and the Second Amendment and Restated Trust for the benefit of Anne R. Wolfe on May 11, 2015.

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 Third Amendment to Trust for the benefit of Anne R. Wolfe.

1. I delete Article 3 ("Replacement of Trustee") of that Trust in its entirety and insert the following in lieu thereof:

### "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:

(a) Christopher L. Wolfe and Cynthia S. Wolfe shall serve as successor Co-Trustees, with either of them acting alone. During the time that Christopher and Cynthia are serving as Co-Trustees, either of them may act alone on behalf of the trust and bind the trust. If either Christopher or Cynthia becomes unwilling or unable to serve as successor Co-Trustee, then the other shall serve as sole successor Trustee, provided Cynthia was married to Christopher and not separated from Christopher at the time of his death. If Cynthia was not married to Christopher or was separated from Christopher at the time of his death, then Joel

R. Wolfe and Susan Wolfe shall serve as successor Co-Trustees pursuant to Article 3.1.(b).

(b) If both Christopher L. Wolfe and Cynthia S. Wolfe are unwilling or unable to serve as successor Trustee, then Joel R. Wolfe and Susan Wolfe shall serve as successor Co-Trustees, with either of them acting alone. During the time that Joel and Susan are serving as Co-Trustees, either of them may act alone on behalf of the trust and bind the trust. If either Joel or Susan becomes unwilling or unable to serve as successor Co-Trustee, then the other shall serve as sole successor Trustee, provided Susan was married to Joel and not separated from Joel at the time of his death. If Susan was not married to Joel or was separated from Joel at the time of his death, then Alan R. Wolfe and Hal W. Wolfe shall serve as successor Co-Trustees pursuant to Article 3.1.(c).

(c) If both Joel R. Wolfe and Susan Wolfe are unwilling or unable to serve as successor Trustee, then Alan R. Wolfe and Hal W. Wolfe shall serve as successor Co-Trustees, with either of them acting alone. During the time that Alan and Hal are serving as Co-Trustees, either of them may act alone on behalf of the trust and bind the trust. If either Alan or Hal becomes unwilling or unable to serve as successor Co-Trustee, then the other shall serve as sole successor Trustee.

(d) If both Alan R. Wolfe and Hal W. Wolfe are unwilling and unable to serve as successor Trustee, then Chemical Bank, of Midland, Michigan, shall serve as sole successor Trustee.

### 3.2 Removal of Trustee

(a) **Power.** During my lifetime, any trustee may be removed by me by delivering written notice to the trustee. After my death or during my incapacity, my then living adult children, acting unanimously, may remove any trustee in the same manner. Except as provided below, such removal shall become effective thirty days after such delivery or at such other date as the trustee and I, or such other person or persons, may agree.

(b) **Grounds.** I may remove any trustee without cause and without notice of any reason. Other persons may remove a trustee only in furtherance of trust purposes and not for the purpose of self benefit or improperly influencing the discretion of the trustee. Accordingly, other persons may remove a trustee only for cause, which must be reasonable and specified in writing. Cause need not be such as would justify judicial removal, but shall include such items as the following: investment results which are not competitive, repeated administrative or investment errors, inattention to matters of trust administration, and fees or costs which are not competitive.



**3.3 Succession of Trustee on Incapacity.** A Trustee shall be removed when they are no longer competent to competently manage the affairs of the Trust, as certified in writing by two medical doctors.

**3.4 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.

**3.5 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."

**2. I add paragraph 5.6 to the Trust as follows:**

**"5.6 Power to Allocate Capital Gain to Principal or Income.** The Trustee (other than a Trustee who is also a qualified beneficiary, and other than the Settlor) may allocate realized short term capital gains and/or realized long term capital gains to either trust income or trust principal, and such gains shall be includable in distributable net income, (1) to the extent that such gains are allocated to income; or (2) if such gains are allocated to principal to the extent they are distributed to the trust beneficiary, or used by the Trustee in determining the amount distributable to the trust beneficiary, or treated consistently on the trust's books, records, and tax returns as part of a distribution to the trust beneficiary."

**In all other respects, the Trust for the Benefit of Anne R. Wolfe dated February 15, 2002, remains unchanged.**

Chalgian & Tripp Law Offices PLLC

5820 Eastman Ave.  
Midland, MI 48640

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Ithaca, MI 48847

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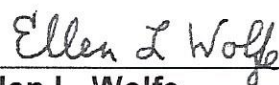
1019 Trowbridge Rd.  
East Lansing, MI 48823

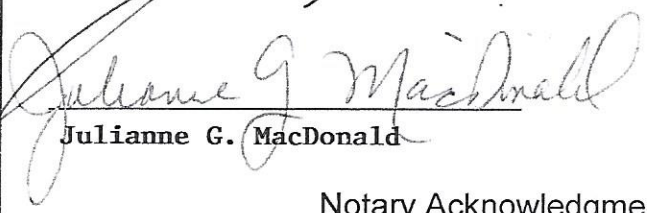
395 S. Shore Dr., Ste. 205  
Battle Creek, MI 49014

I, Ellen L. Wolfe, sign my name to this instrument, consisting of four (4) pages, this 5th day of November, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as the Third Amendment to Trust for the benefit of Anne R. Wolfe dated February 15, 2002, and that I sign it willingly, and I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

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 5th day of November, 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:  
**Joseph D. Weiler, Jr.**  
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