

PETER M. KERHULAS TRUST AGREEMENT

THIS TRUST AGREEMENT, made and entered into this 27th
day of February, 1976, between PETER M.
KERHULAS, of St. Joseph, Michigan, hereinafter called "GRANTOR"
of the First Part, and FIRST NATIONAL BANK OF SOUTHWESTERN
MICHIGAN, of Niles, Michigan, hereinafter called "TRUSTEE",
of the Second Part;

W I T N E S S E T H :

The Parties agree as follows:

1. Trust Estate. The Grantor has assigned, transferred
and conveyed to the Trustee the property set out and described
in Schedule A hereto attached and made a part hereof, for the
Trust herein created. The Trustee acknowledges receipt thereof
and agrees to hold the same as a separate and individual Trust,
for the Grantor and for the other beneficiaries hereunder,
upon the terms and conditions hereinafter set forth.

The Trustee further agrees to hold such other money,
securities, or property (acceptable to the Trustee) as may
hereafter from time to time be deposited with it by the
Grantor, including property receivable under the Will of the
Grantor.

The Trustee shall hold the property of this Trust IN
TRUST for the following purposes:

2. Name of the Trust. This Trust shall be known as the
"PETER M. KERHULAS TRUST".

3. Beneficiaries of the Trust. The Trustee shall hold,
manage, invest and reinvest the principal of the Trust or Trusts,
may accumulate the income therefrom, or any part thereof, and

the same to principal or retain it as undistributed income, and thereafter add the same or any part thereof to principal; and shall collect the income therefrom and shall dispose of the net income and principal as follows:

A. During the lifetime of the Grantor, the Trustee shall pay to the Grantor all of the net income in monthly or other convenient installments. If at any time the Grantor should become incompetent or for any reason be unable to act, the Trustee may in its absolute discretion pay to or apply for the benefit of the Grantor, in addition to payments hereinabove provided for him, such amounts from the principal of the Trust Estate, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for his use and benefit. The Grantor reserves the right to withdraw all or any portion of the principal of the Trust, from time to time.

B. Upon the death of the Grantor, if his Wife, BERTHA KERHULAS, shall survive him, the Trustee shall divide the Trust into three (3) separate Trusts, designated as Trust A, being a marital Trust for the benefit of the Grantor's Wife, BERTHA KERHULAS; Trust B, for the benefit of BERTHA KERHULAS for life, with a remainder over to REVEREND CHRISTOS MOULAS, or the GREEK ORTHODOX CHURCH, of Berrien County; and Trust C, a Charitable Remainder Unitrust for the benefit of BERTHA KERHULAS for life, remainder for the charitable purposes hereinafter set forth. The terms and conditions of each of said Trusts are set forth hereinafter in detail. In order to assure the Estate of the Grantor the maximum marital deduction permitted under the Federal Estate Tax Law, Trust A shall be an amount equal in value to the amount by which the

maximum marital deduction available to the Estate of the Grantor exceeds the aggregate value of all interests in property which pass or have passed from him to his said wife, BERTHA KERHULAS, except under the Trust created by this Paragraph B and otherwise qualify for a marital deduction. The final determination made in the proceedings to fix the liability of the Grantor for Federal Estate Tax shall be conclusive as to the total value of Trust A. The marital deduction referred to herein is the deduction allowed in determining the Federal Estate Tax for property passing to a surviving spouse under the Internal Revenue Code in effect at the time of the death of the Grantor. If any asset of the Trust Estate shall be deemed a terminable or other interest which cannot qualify for the marital deduction under the Federal Estate Tax Law, such asset shall be allotted to Trust B, to the extent possible, otherwise to Trust C, and Trust A shall be reduced in amount to the extent that it cannot be composed of qualifying assets. The assets to be allocated to establish Trust A shall be selected in such manner that the cash and other property allocated to Trust A will have an aggregate fair market value fairly representative of such Trust's proportionate share of the appreciation or depreciation in the value to the date, or dates, of allocation of all property then available for allocation.

Trust B shall be an amount equal to five (5%) percent of the adjusted gross estate of the Grantor as determined for Federal Estate Tax purposes. The remainder of the Trust Estate, after deducting the

amounts allocated to Trust A and Trust B shall be held by the Trustee as a separate Trust, sometimes hereinafter referred to as "Trust C".

C. After dividing the Trust Estate as hereinabove provided, the Trustee shall pay to the Grantor's Wife, BERTHA KERHULAS, in monthly or other convenient installments (but in any event annually or at more frequent intervals), all of the net income from Trust A during her lifetime. If at any time, in the absolute discretion of the Trustee, BERTHA KERHULAS should for any reason be in need of funds for her proper care, maintenance and support, the Trustee may, in its absolute discretion, pay to her or apply for her benefit, in addition to the payments hereinabove provided for her, such amounts from the principal of Trust A, up to the whole thereof, as the Trustee may from time to time deem necessary or advisable for her use and benefit. BERTHA KERHULAS shall have a general power of appointment in favor of her estate over the entire principal of Trust A, free of all Trusts and exercisable by herself alone, which shall be exercisable upon her death by her Will duly proved and allowed; provided, however, that said general power of appointment shall be exercised by BERTHA KERHULAS only by specific reference thereto, and a general residuary bequest shall not be sufficient to exercise the power. Upon the death of the Grantor's Wife, the entire remaining principal of Trust A shall be paid over, conveyed and distributed, free from all Trusts, to or in favor of such persons, or to the Estate of the Grantor's Wife, in such manner and in

such proportions, in Trust or otherwise, as the Grantor's Wife may appoint in and by her Last Will and Testament as herein provided. The Trustee may rely upon an instrument admitted to probate in any jurisdiction as the Last Will of said BERTHA KERNULAS, but if it has no written notice of the existence of such a Will within a period of three (3) months after her death, it may be presumed she died intestate and the Trustee shall be protected in acting in accordance with such presumption, but this protection to the Trustee shall not limit or qualify said power of appointment or the right of any person to pursue the funds affected by the exercise thereof, irrespective of the place of probate or time of discovery of the Will. If this power of appointment shall not be effectually exercised as aforesaid as to all or any portion of such principal, so much of the said principal as shall not have been disposed of by the effectual exercise of such power of appointment shall be distributed to the Daughter of the Grantor's Wife, LAVONNE HATCH, if she is then living. If she is then deceased, the Trust shall be divided in equal shares among her then living issue, per stirpes, and not per capita, provided that if any of such issue are then under the age of twenty-five (25) years, his or her share shall vest in interest indefeasibly, but the Trustee shall retain such share in Trust until the beneficiary thereof reaches age twenty-five (25). In the meantime, the Trustee shall use for his or her benefit so much of the income or principal as the Trustee determines to be required, in addition to his or her other income from all sources known to the Trustee, for his or her reasonable care,

support, maintenance, and education, and adding any excess income to principal, at the discretion of the Trustee.

D. All property allocated to Trust B shall be held and administered by the Trustee as follows:

- i. The Trustee shall pay all of the net income therefrom to the Grantor's Wife, BERTHA KERHULAS, during her lifetime.
- ii. Upon the death of BERTHA KERHULAS, the Trustee shall distribute the principal to the Grantor's Friend, REVEREND CHRISTOS MOULAS, if he is then living, otherwise to the GREEK ORTHODOX CHURCH, of Berrien County, presently located in Benton Harbor, Michigan.

E. If the Wife of the Grantor, BERTHA KERHULAS, survives the Grantor, the balance of the Trust Estate shall be allocated to Trust C, which shall be established as a Charitable Remainder Unitrust, as defined by Section 664 (d) (2) of the Internal Revenue Code of 1954, as amended. Said Trust may also be known as the PETER M. KERHULAS CHARITABLE TRUST. The principal and income of Trust C shall be used for the following purposes:

- i. The Trustee shall pay to the Grantor's Wife, BERTHA KERHULAS, an amount equal to six (6%) percent of the net fair market value of the Trust assets valued as of the first business day of each taxable year of the Trust. Payments of the Unitrust amount shall be paid in equal quarterly installments during each taxable year during the period beginning at the date of the death of the Grantor and ending at the date of the death of the Grantor's Wife, BERTHA KERHULAS. Said quarterly payments shall be made at the end of each calendar quarter, March 31, June 30, September 30, and December 31. The Unitrust amount shall be paid from income and, to the extent that income is not sufficient, from principal. Any income of the Trust for a taxable year in excess of the Unitrust amount shall be added to principal. The obligation

to pay the Unitrust amount shall commence with the date of the Grantor's death, but payment of the Unitrust amount may be deferred from the date of the Grantor's death to the end of the taxable year of the Trust in which occurs the complete funding of the Trust. Within a reasonable time after the occurrence of said event, the Trustee shall pay the amount determined under the method described in Section 1.664-1 (a) (5) (ii) of the Federal Income Tax Regulations less the sum of any amounts previously distributed and interest thereon computed at six (6%) percent a year, compounded annually, from the date of distribution to the occurrence of said event.

- ii. Upon the death of BERTHA KERHULAS, the Trustee shall distribute ten (10%) percent of Trust C to the GREEK ORTHODOX CHURCH of Berrien County, presently located in Benton Harbor, Michigan, if said church is then in existence and its future appears assured to the Trustee, otherwise the Trustee shall distribute such amount to the church then serving persons of the Greek Orthodox faith in Berrien County, Michigan.
- iii. The remainder of Trust C shall be continued as a Charitable Trust for a period not to exceed forty (40) years from the date of death of the survivor of the Grantor and the Grantor's Wife, BERTHA KERHULAS. The Trust shall be organized under the laws of the State of Michigan and operated exclusively for religious, charitable, scientific, literary, or educational purposes, as set forth in Section 170(c) (2) of the Internal Revenue Code of 1954, as amended, or any successor to such law. The Trustee shall use the income and such portion of the principal as it may deem necessary or desirable from time to time to benefit persons living in the Village of the birth of the Grantor, ARAHOVA, LAKONIAS, REPUBLIC OF GREECE, with emphasis on that part of the Village known as LOWER ARAHOVA. It is the intent of the Grantor that the funds in this Trust be utilized in such manner as may encourage the young people of said Village to continue living there by enhancing the quality of life and the economic opportunities available. The Grantor further desires that the Trust be utilized in creative ways to encourage residents to own their own homes and upgrade the quality of housing generally. The foregoing desires of the Grantor are to be construed in such a manner as is consistent with the religious, charitable, scientific, literary, and educational purposes of the Trust.

- iv. The Trustee may utilize the income and principal of the Trust by directly expending the money for the purposes herein set forth, or by distributing the monies to other organizations which are qualified under Section 170(c) of the Internal Revenue Code of 1954, as amended, or any counterpart thereof. If the Trust is not earlier exhausted, the Trustee shall distribute the balance of the Trust forty (40) years after the establishment thereof, to organizations described in Section 170(c) as the Trustee shall select, bearing in mind the purposes for which the Trust has been established. In all events, the organizations described in 170(c) shall also be those to which a deduction under Section 2055(a) is allowable for Federal Estate Tax purposes.
- v. If the net fair market value of the Trust assets is incorrectly determined by the Trustee for any taxable year, then within a reasonable period after the final determination of the correct value, the Trustee shall pay to the Grantor's Wife, BERTHA KERHULAS, in the case of an undervaluation, or shall receive from the Grantor's Wife, BERTHA KERHULAS, in the event of an overvaluation, an amount equal to the difference between the Unitrust amount properly payable and the Unitrust amount actually paid. In determining the Unitrust amount, the Trustee shall pro-rate the same, on a daily basis, for a short taxable year and the taxable year of the death of the Grantor's Wife, BERTHA KERHULAS.
- vi. The Trustee shall not accept additional contributions to this Unitrust after it has been originally established. No part of the income or principal of the Trust shall inure to the benefit of the Trustee, or any individual, except in furtherance of the purposes of the Trust as herein stated. No substantial part of the activities of the Trust shall consist of carrying on propaganda or otherwise attempting to influence legislation and the Trust shall not participate in, intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.
- vii. The Trustee is prohibited from engaging in any act of self dealing, as defined in Section 4941(d) of the Internal Revenue Code of 1954, as amended, from retaining any excess business holdings as defined in Section 4943(c) of the Code, which would subject the Trust to tax under Section 4943, from making any investments which would subject the Trust to tax under Section 4944,

and from making any taxable expenditures as defined in Section 4945(d). The Trustee shall make distributions at such time and in such manner as not to subject the Trust to tax under Section 4942. References to Sections in this subparagraph are to the Internal Revenue Code of 1954, as amended.

viii. In the event the Wife of the Grantor, BERTHA KERHULAS, does not survive the Grantor, then any monies coming to the Trustee for the PETER M. KERHULAS CHARITABLE TRUST shall be held and administered in accordance with the provisions of Subparagraphs iii. and iv. hereof.

4. Trustee's Powers. The Trustee shall have all of the rights and powers of a Trustee at Law, including, but not by way of limitation, the powers hereinafter set forth.

(a) To retain any of the property, bonds, shares of stock, securities, mortgages, land contracts, real estate, certificates of indebtedness, interest in syndicates, partnership interests (general or limited), and other business ventures of the Grantor; and to sell or exchange the same, at such price, and on such terms, at public or private sale, and to invest the proceeds in such investments aforesaid as it shall from time to time deem advisable, including any common trust fund maintained by any corporate trustee hereunder, despite the fact that such retention, investment, or exchange might, save for this express direction, be in violation of the laws of this State governing trust investments. This power shall include the power to subscribe for and take such portions of any issue of new or increased stock in any company in which the Trust herein shall be interested, and to pay for the same out of the principal or income of the Trust as the Trustee may deem prudent or advisable.

(b) To participate in any plan of reorganization, consolidation or merger of any corporation in which the Trust herein may be interested; to deposit any property or securities under any such plan of reorganization with any protective, reorganization or creditors or other committee; to delegate to such committee discretionary powers with respect thereto; to pay out of principal or income a proportionate share of the expenses of such committee and of assessments levied under such plan; to exercise all conversion, subscription, voting or other rights pertaining to any property held by the Trust herein; and to pay out of principal or income such sums in connection therewith as it may deem prudent or advisable.

(c) To allocate all money, property and securities received by it between principal and income in accordance with the Revised Uniform Principal and Income Act, as amended, as then adopted by the State of Michigan, in

cases where such act is clear as to such apportionment; and in cases where such Act is not clear, to exercise its discretion in apportioning receipts and charges between principal and income; and to determine what constitutes depreciable property, and from time to time to change such determination as to what constitutes depreciable property, and the amount, rate and term of the depreciation thereof; and shall not be limited in any respect by any other rule of law which otherwise might appertain thereto.

(d) To borrow money from such person or persons and on such terms as it may deem advisable, including the commercial banking department of any corporate trustee hereunder, for the benefit of the Trust or any of the beneficiaries thereof, and to mortgage or to pledge any of the property of the Trust to secure the same; and to repay such indebtedness out of the principal or income of the Trust.

(e) To make division, or distribution herein required or authorized wholly or in part, in cash or in kind, and to assign and allocate securities or property to the several shares or funds herein provided for, all at the market or actual value thereof, as the Trustee, in the exercise of its discretion, may deem proper; the determination of the Trustee as to the value of any such securities or other property so distributed or allocated, and such distribution or allocation shall be binding and conclusive for all purposes.

(f) To vote by person or by proxy any stocks, bonds or other securities constituting a part of the Trust, at any regular or special meeting of the holders thereof, or any adjournment thereof.

(g) To compromise, adjust and pay, and to contest from time to time, any and all claims, including claims for taxes of whatever nature against such Trust imposed by the Government of the United States, any State, any other Country, or by any body or political subdivision thereof.

(h) To hold any part of the Trust Estate in cash or uninvested for any period deemed advisable.

(i) During such period of time as any beneficiary to whom distributions of income or principal are herein directed or permitted to be made shall be a minor or under other legal disability, or, in the opinion of the Trustee, shall be unable properly to administer such distribution, the Trustee may make such distribution in any one or more of the following ways, as the Trustee may deem advisable:

1. Directly to such beneficiary;
2. To the legal guardian or conservator of such beneficiary;

3. To any relative of such beneficiary, to be expended by such relative for the comfortable support and education of such beneficiary;

4. By the Trustee expending such income or principal for the comfortable support and education of such beneficiary.

The Trustee shall not be required to see to the application of any distribution so made, but the receipt of any of said persons therefor shall be a full discharge for the Trustee.

(j) To employ from time to time such counsel, which may be a firm with which a co-trustee is affiliated, accountants, investment advisors, and agents as it may deem proper, and to pay the reasonable fees and expenses thereof.

(k) To hold, manage, control, improve, sell at public or private sale, exchange, convey, partition, mortgage, encumber, and lease (even for a term of more than five [5] years and even for a term extending beyond the twenty-first [21st] birthday of any beneficiary) any real estate or interest therein, which shall constitute a part of this Trust, according to the sole judgment and discretion of the Trustee, without limitation whatsoever by statute or otherwise in its power.

(l) To keep securities in its own name, or in the name of its nominees, in order that sales, transfers, or other transactions may be facilitated.

(m) To administer the investments of the separate Trusts for bookkeeping, administrative and investment purposes together, provided that the right of the respective beneficiaries of each Trust is not impaired, and that discrimination is not thereby made between the beneficiaries of each Trust.

(n) To enter into any transaction authorized by this section with Trustees, Executors or Administrators of other estates or trusts in which any beneficiary hereunder has any interest, even though any such Trustee or representative is also Trustee hereunder; and in any such transaction to purchase property, or make loans on notes secured by property, even though similar or identical property constitutes all or a large portion of the balance of the Trust Estate, and to retain any such property or note with the same freedom as if it has been an original part of the Trust Estate.

(o) To make such elections under the tax laws applicable to the Trust herein established as may be deemed expedient and desirable so as to minimize the overall estate and income taxes incurred or to be incurred by the various beneficiaries hereunder. No compensating adjustments between principal and income, nor with respect to the separate trusts hereunder, shall be made by the Trustee even though the elections so made may substantially affect (beneficially or adversely) the

interests of the various beneficiaries in the principal or income of the Trust. The action of the Trustee with respect to elections made shall be conclusive and binding upon all beneficiaries.

(p) To continue any business which the Grantor may own for such period of time, and in the form either of a proprietorship, partnership, or corporation, as shall be in the best interest of the Trust, without liability for any losses incurred carrying on such business or for any depreciation in the value of the assets thereof, with full power to employ a manager for any such business, to enter into any partnership agreement, or to organize any corporation, as may be required or desirable to carry out this authority. The Trustee shall have the power, in its discretion, to subject the general assets of the Trust to the debts or liabilities of such business, partnership or corporation. The Trustee is further authorized to participate directly in the conduct or management of any such business, whether it be operated as a proprietorship, partnership, or corporation, and to receive reasonable compensation for such services. The Trustee is further authorized to sell, or otherwise dispose of such business, partnership, or corporation, if it shall deem that to be in the best interest of the Trust estate.

5. Trust Interests Non-Assignable. The principal and income of the Trust shall be free from the interference and control of creditors of any beneficiary hereunder, and neither principal nor income shall be subject to assignment or anticipation by such beneficiary or beneficiaries, nor to seizure under any legal, equitable or other process. In the event that any portion of the principal or income of the Trust should, because of any debt incurred by, or other claim against, such beneficiary, or any seizure under any legal, equitable or other process, become payable or likely to become payable to any person other than the beneficiary for whom intended, the Trustee shall have the power to withhold payment to such person so interested until such assignment, transfer, encumbrance, anticipation or other disposition, writ or legal process is cancelled or withdrawn, in such manner as shall be satisfactory to the Trustee; until such time the Trustee may use and pay all or part of the net income, as to

the Trustee may seem advisable, directly for the support and maintenance of such beneficiary and add any surplus not so expended to the principal of the fund held under the Trust.

6. Renunciation of Powers. Any power or right of the Trustee, of any beneficiary, or any other person hereto, may be renounced in whole or in part by the person entitled to exercise such right or power by written notice. Such renunciation may be by the Trustee, or by one or more beneficiaries; or such renunciation may be of the office itself; such renunciation may be for a period of time, at the expiration of which such power or right may be reinstated; or such renunciation may be for all time, so that the power or right shall not pass to a successor fiduciary, person, or beneficiary. In case of doubt, ambiguity, or failure to state the terms of the renunciation, such renunciation shall be a general renunciation for all time and/or of the person and his successor or alternates.

All renunciations shall be effective only by filing the same with the Trustee or successor Trustee.

It is the intention of the Grantor that Trust A shall be a Marital Deduction Trust for the benefit of his Wife, BERTHA KERHULAS, and that Trust C shall be a Charitable Remainder Unitrust in the event that the Wife of the Grantor, BERTHA KERHULAS, survives the Grantor; and in the event that she does not survive the Grantor, then it is the intention and desire of the Grantor that Trust C, the PETER M. KERHULAS CHARITABLE TRUST, shall qualify as a Charitable Trust for which a deduction will be allowed to the Estate of the Grantor in computing the Federal Estate Taxes due upon the death of the Grantor. Any power or right granted herein which precludes either of said Trusts from qualifying in accordance with their intended purposes shall be null and void and the Trustee, beneficiary, or any other person entitled thereto, shall renounce such right or power forthwith.

All renunciations shall be effective only by filing the same with the Trustee or successor Trustee.

7. Trust Revocable. The Trust or Trusts hereby created may be altered or amended by the Grantor, provided that no such alteration or amendment shall change the power or duties of the Trustee without its consent. The Trust may be terminated by the Grantor at any time, in which case the principal shall be paid to the Grantor. After the Grantor's death, the Trustee may, by petition to a Court of appropriate jurisdiction, amend this Trust to more fully effectuate the purposes of the Grantor as set out herein, if the same should, in the opinion of the Trustee, seem advisable. In particular, the Trustee shall have the power to amend this Trust to comply with the requirements of Section 664 of the Internal Revenue Code, as amended, and the applicable Treasury Regulations thereunder. Notice of such amendment shall be adequate by notice given as provided in Paragraph 8 hereof.

8. Resignation. The Trustee or any successor Trustee may resign by instrument in writing delivered to the Grantor, if living, otherwise to the Grantor's Wife, BERTHA KERNULAS, if she is living. During the life of the Grantor, he may remove any Trustee and appoint one or more successor Trustees.

After the death of the Grantor, any successor Trustee shall be appointed by the presiding Judge of the Circuit Court of Berrien County, Michigan. Any successor Trustee so appointed or any amendments by the Trustee under Paragraph 7 shall be upon notice to the known beneficiaries hereof. No publication need be required.

All of the powers herein authorized or delegated to the Trustee shall inure to the benefit of any successor Trustee.

9. Advisory Committee. In administering the PETER M. KERHULAS CHARITABLE TRUST, the Trustee shall consult with REVEREND CHRISTOS MOULAS and ROBERT HATCH. The Grantor has discussed his plans and objectives in creating said Charitable Trust with each of the appointees and the Grantor desires that their advice and counsel be available to the Trustee in carrying out the purposes of said Charitable Trust. In the event of the death of either of them, or their resignation from the Advisory Committee, then the remaining member shall continue to serve alone. No replacements shall be made in the event of a vacancy.

10. Accounts by the Trustee. The Trustee shall keep full books of account showing the condition of the Trust herein created, which shall at all times be open for inspection by the Grantor and, after the death of the Grantor, by the Wife of the Grantor. The Trustee shall render to the Grantor, on request, a statement of account of the Trust herein created.

11. Fees and Expenses of the Trustee. The Trust Estate and the income therefrom shall be chargeable with the reasonable expenses of the Trustee in the administration of the Trusts hereunder, and with reasonable compensation for the services of the Trustee. The Trustee is hereby authorized to pay or provide for the payment of any and all necessary and proper disbursements, expenses, and liabilities incurred by it in the performance of its duties under this agreement, including its compensation as Trustee, and to charge the same to, or reimburse itself from, the Trust Estate, or the income therefrom.

12. Taxes. The Trustee is hereby authorized to pay or provide for the payment of any Estate, inheritance, succession, or similar taxes properly payable by reason of the death of the Grantor, provided that no taxes shall be payable out of

Trust A or Trust C. It is contemplated that a substantial portion of the Grantor's assets will be transferred to this Trust or bequeathed to it, and, accordingly, the Trustee is authorized to pay all taxes, including any interest or penalties thereon, arising by reason of the death of the Grantor, in conjunction with the Executor of the Grantor's Estate (even though the Executor and the Trustee are the same) from this Trust or the Estate of the Grantor as may be determined to be beneficial to the beneficiaries hereof.

13. Common Disaster. If the Grantor and his Wife, BERTHA KERHULAS, should die under such circumstances that there is not sufficient evidence to determine the order of such deaths, then this Trust shall be construed as though the Grantor predeceased his Wife, BERTHA KERHULAS.

14. Liability of the Trustee. The Trustee shall use good faith in the performance of its duties in connection with the Trust. Except in the absence of such good faith, it shall not be held liable for errors in judgment in the performance or non-performance of its duties, nor shall it be obligated to look to the application of the income or principal paid over from time to time to the beneficiaries hereof.

The Trustee shall be entitled to rely upon any statement or other information which it believes is true in making any decision, committing any act, or failing to act hereunder.

15. Gender. The masculine gender when used herein, shall be deemed to include the feminine and neuter, and vice versa, and the singular shall be deemed to include the plural, and vice versa, unless the context clearly indicates to the contrary.

16. Laws of Michigan to Apply. This Trust Agreement shall be governed by and interpreted according to the laws of the State of Michigan.

17. No Restriction on Trustee's Investments. Nothing in this Agreement shall be construed to restrict the Trustee from investing the trust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of the trust assets.

IN WITNESS WHEREOF, this Agreement has been executed by the Grantor and the Trustee on the day and year first above written, and by so doing the Trustee herein named accepts all of the duties and conditions imposed.

Signed in Presence of

David H. Clay
Deborah Frechling

Peter M. Kerhulas
PETER M. KERHULAS, Grantor

FIRST NATIONAL BANK OF SOUTHWESTERN
MICHIGAN, Trustee

BY: David Spaulman

STATE OF MICHIGAN: SS.
COUNTY OF BERRIEN:

On this 27th day of February, 1976, before me personally appeared PETER M. KERHULAS, as Grantor, who being duly sworn, says that he has read the foregoing Trust Agreement by him signed and knows the contents thereof, and agrees to the conditions and terms therein.

Deborah Frechling
Notary Public

Berrien County, Michigan

My Commission Expires: 4/13/76

STATE OF MICHIGAN: SS.
COUNTY OF BERRIEN:

On this 27th day of February, 1976, before me personally appeared David S. Raymond, the Trust Officer of FIRST NATIONAL BANK OF SOUTHWESTERN MICHIGAN, as Trustee, who being duly sworn, says that he has read the foregoing Trust Agreement by him signed in behalf of said Trustee and knows the contents thereof, and agrees to the duties, conditions and terms therein.

Deborah Freshling
Notary Public

Berrien County, Michigan

My Commission Expires: 4/13/76

RYAN, McQUILLAN, VANDER PLOEG & FETTE - ATTORNEYS AT LAW - SAINT JOSEPH, MICHIGAN