

**THE  
MAUREEN K. O'HARE  
REVOCABLE TRUST**

Instrument drafted by:

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#### ARTICLE IV

##### **Grantor's Rights to Amend, Change or Revoke the Trust**

4.01 The GRANTOR may, by signed instruments delivered to the TRUSTEE during the GRANTOR'S life:

- (a) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the TRUSTEE;
- (b) add other property to the Trust;
- (c) change the beneficiaries, their respective shares and the plan of distribution;
- (d) amend this Trust Agreement in any other respect;
- (e) revoke this Trust in its entirety or any provision therein. However, the duties or responsibilities of the TRUSTEE shall not be enlarged without the TRUSTEE'S consent nor without satisfactory adjustment of the TRUSTEE'S compensation.

#### ARTICLE V

##### **Purpose**

5.01 This Trust is established to benefit the beneficiaries who are named or described in this Trust. Such persons shall be known as the "beneficiaries". The Trust Property shall be held, administered and distributed by the TRUSTEE pursuant to, and in accordance with, the terms of this Trust, and any amendments hereto, for the above stated purpose.

#### ARTICLE VI

##### **Provisions for Grantor During Grantor's Lifetime**

6.01 During the lifetime of GRANTOR, the TRUSTEE shall hold, manage, invest, and re-invest the Trust Property (if any such management and investment is required) and collect the income, if any, therefrom, and dispose of the net income and principal as follows:

- (a) The TRUSTEE shall pay all of the net income to or for the benefit of the GRANTOR.
- (b) The TRUSTEE shall pay such amounts of the Trust principal as GRANTOR may withdraw from time to time by making a request therefor.

THE MAUREEN K. O'HARE

REVOCABLE TRUST

THIS TRUST is made and entered into this 19 day of February, 1997, and executed in duplicate, by MAUREEN K. O'HARE, as GRANTOR and TRUSTEE herein.

ARTICLE I

Title

1.01 This Agreement, and the Trust comprised herein, shall be known as "The MAUREEN K. O'HARE Revocable Trust".

ARTICLE II

Parties

2.01 Grantor. MAUREEN K. O'HARE is the "GRANTOR".

2.02 Trustee. MAUREEN K. O'HARE, together with her successors in trust, are the "TRUSTEE."

2.03 Successor Trustee. MAUREEN A. BERRY and EDWARD G. O'HARE or the survivor of them, are the SUCCESSOR TRUSTEE hereunder.

ARTICLE III

Trust Estate

3.01 Grant. GRANTOR will, upon execution of this Trust, transfer, convey and assign to the TRUSTEE, in trust, certain property and/or name the Trust as beneficiary of certain life insurance policies. For convenience, GRANTOR may, from time to time, list an inventory of Trust property on Exhibit A attached hereto, but such listing shall not be a requirement of this Trust. Anything contained in this Trust to the contrary notwithstanding, failure to list an inventory of Trust property shall not affect the validity of this Trust. The initial property and/or beneficiary rights of the Trust shall constitute the "Trust Property" of this Trust. Such property may also be referred to in this Trust as the "Trust Estate".

3.02 Subsequent Grants. At any time after the date of this Agreement, and while this Trust is in effect, GRANTOR or other persons may convey additional and other property acceptable to the TRUSTEE to the Trust created by this Agreement. Such conveyances may be made by gift, will, power of appointment, or otherwise. Any additional property contributed to or titled in the name of this Trust shall become a part of the Trust Property and may also be referred to in this Trust as the "Trust Estate".

(c) If, due to physical or mental "incapacity", (as defined under "Definitions; Construction" in this Trust Agreement) the GRANTOR is unable to administer such income or to exercise GRANTOR'S right to withdraw principal, the Trustee shall, from time to time, distribute to or expend for the benefit of the GRANTOR the income and sufficient principal, which, together with funds known to the Trustee to be available from other sources for such purposes, will maintain GRANTOR as nearly as possible in the standard of living to which GRANTOR was accustomed prior to becoming incapacitated.

## ARTICLE VII

### Family Distribution

7.01 Upon the death of the GRANTOR, the TRUSTEES shall distribute the Trust Estate, free of this Trust, in equal shares, one for each child of GRANTOR who shall survive the GRANTOR, and one for the issue of each deceased child who shall take by right of representation, except that, if DANIEL J. O'HARE shall have predeceased GRANTOR, then his share shall be distributed in equal shares to his siblings (the issue of any deceased sibling to take by right of representation). Such distribution shall be made as soon as soon shall be practicable. Until such distribution is completed, all of the income shall be paid at least quarterly to the beneficiaries in proportion to the shares to be distributed to them.

## ARTICLE VIII

### Trustees' Powers

8.01 Administrative Powers. Except as otherwise expressly provided in this Agreement, the TRUSTEE shall possess and exercise such administrative powers and authority with respect to the principal and income of this Trust or any Trust created hereby as they shall determine, in the TRUSTEE'S absolute and uncontrolled discretion, to be necessary, proper and convenient to carry out or put into effect any of the provisions of this Trust. The said powers shall include, but shall not be limited to, the following:

(a) Retain Assets. To receive and retain the property originally comprising the Trust Property, and any additions and contributions to the Trust Property, without regard to diversification, and without regard to whether the same shall constitute proper investments for Trust funds.

(b) Receipt of Income. To receive, receipt for and collect any and all income of every kind and character whatsoever produced by or arising out of the Trust Estate from time to time.

(c) Title; Possession. To have the sole custody of all of the intangible personal property and the muniments of title of all property comprising the Trust Property, and to hold securities or other Trust Property in the name of the TRUSTEE as TRUSTEE under this Trust or in the TRUSTEE'S own names or in the name of a nominee or in such condition where ownership will pass by delivery. However, the TRUSTEE shall be liable for the actions or omissions of any nominee.

(d) Banking. To agree with any bank or financial institutions as to the manner in which deposits and withdrawals of funds or other necessary dealings with such institutions shall be carried on.

(e) Voting Stock. To vote any stock or securities comprising a part of the Trust Estate in person or by proxy, in such manner as the TRUSTEE shall deem best, including, but not limited to, the voting of such stock and securities in such manner as to elect any individual Trustee a director of any corporation.

(f) Reorganizations, Etc. To take any action and do any and all things which the TRUSTEE shall deem advisable or necessary to participate in, or to obtain the benefit of, any plan for reorganization, consolidation, merger, adjustment or re-adjustment of the capital structure of any corporation or business entity, or the sale, lease, mortgage or other disposition by the corporation or business entity of all or any part of its property or assets which may affect, in any manner, or to any extent any property comprising a part of the Trust Estate, including, but not by way of limitation, full power and authority to exchange, upon such terms and conditions as the TRUSTEE may deem best, stocks and/or securities in any corporation or business entity, or in other corporations and/or securities in the same corporation or business entity, or in other corporations and/or business entities.

(g) Abandonment. To abandon any Trust asset or interest therein in the discretion of the TRUSTEE.

(h) Sale and Exchange. To sell for cash or on deferred payments at public or private sale, to exchange, and to convey any property of the Trust on such terms as the TRUSTEE may determine.

(i) Option. To grant an option involving disposition of a Trust asset and to enter into an agreement for an option for the acquisition of any asset by the Trust.

(j) Lease. To lease any real or personal property of the Trust for any purpose for terms within or extending beyond the duration of the Trust.

(k) Property Management. To manage, control, improve, and repair real and personal property of the Trust.

(l) Development of Property. To partition, divide, subdivide, assign, develop, and improve any Trust Property; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; and to dedicate land or easements to public or private use with or without consideration.

(m) Repair, Alter, Demolish and Erect. To make ordinary and extraordinary repairs and alterations in buildings or other Trust Property, to demolish any improvements, to raze party walls or buildings and to erect new party walls or buildings or other improvements as the TRUSTEE deem advisable.

(n) Borrowing and Encumbering. To borrow money for any Trust purpose from any person, firm, or corporation, or against the cash surrender value of any insurance policy or

policies on the terms and conditions deemed appropriate by the TRUSTEE, and to obligate the Trust for repayment; to encumber the Trust or any of its property by mortgage, deed of trust, pledge, security interest, security agreement or otherwise, using whatever procedures to consummate the transaction deemed advisable by the TRUSTEE; to replace, renew, or extend any loan or encumbrance and to pay loans or other obligations of the Trust deemed advisable by the TRUSTEE.

(o) Insurance. To procure and carry at the expense of the Trust insurance of the kinds, forms and amounts deemed advisable by the Trustee to protect the Trust Property and the TRUSTEE against any hazards.

(p) Enforcement of Obligations. To enforce any promissory note, land contract receivable, mortgage, or other claims and to enforce any deed of trust, mortgage, pledge, security interest, security agreement or other form of arrangement for collateral to secure indebtedness and to purchase at any sale thereunder any property subject to any such hypothecation.

(q) Extending Time of Payment of Obligations. To extend the time of payment of any note or other obligation held in the Trust, including accrued or future interest, in the discretion of the Trustee.

(r) Adjustment of Claims. To compromise, submit to arbitration, release, with or without consideration, or otherwise adjust claims in favor of or against the Trust.

(s) Execution and Delivery of Documents. To make, execute and deliver any and all deeds, contracts, bills of sale, leases, notes or other instruments and/or documents which, in the judgment of the TRUSTEE shall be necessary to carry out or to put into effect any of the powers or authority so given and granted to the TRUSTEE in the Trust Agreement, even though the same shall extend and bind all or any part of the Trust Estate beyond the term of its Trusteeship.

(t) Continue Operations of Private Business. To continue and operate any private business forming a part of the Trust Estate, and to do any and all things deemed appropriate by the TRUSTEE, including the right to incorporate the business and to put in additional capital, for such time as it shall seem advisable, without liability for loss for the continuance of the business, and to close out and liquidate the business as and when it shall seem advisable.

(u) Division and Distribution. To make division and distribution of property in kind, or partly in kind and partly in cash, and to fix and determine the value to be assigned upon such division in kind.

(v) Employment of Attorneys, Advisors and Agents. To employ such legal and other counsel and such employees and agents and the service of persons, natural or corporate, as the TRUSTEE shall deem advisable (including, but not by way of limitation, a Trustee, all or a portion of the TRUSTEE, or any person or entity owned by or employed by or affiliated with, any of the TRUSTEE), and to fix and determine the compensation to be paid to such counsel, agents, employees and other persons; to pay and incur such charges and expenses as the TRUSTEE may deem necessary or advisable in connection with the administration of such Trust; and as an additional example of the powers and authority granted under this subparagraph to employ, in its sole and absolute discretion, a bank or trust company as a special or continuing agent to handle

each and every power, right and authority under and pursuant to this Trust Agreement, subject to the general review and approval of the TRUSTEE.

(w) Litigation. To commence or defend, at the expense of the Trust, any litigation affecting the Trust or any property of the Trust, as deemed advisable by the TRUSTEE.

(x) Dealing With Grantor's Trusts. To sell or otherwise dispose of, and to purchase or otherwise acquire from, any trust created by GRANTOR any property of any conceivable kind and character whatsoever, at such price, for such consideration, and upon such other terms and conditions as the TRUSTEE in the TRUSTEE'S sole, absolute and uncontrolled discretion shall determine; to lend money to, and to borrow money from, any such trust, upon such terms and conditions as the TRUSTEE in the TRUSTEE'S sole, absolute and uncontrolled discretion, shall determine, and otherwise deal with any such trust, in such manner and to such extent as the TRUSTEE in the TRUSTEE'S sole, absolute and uncontrolled discretion shall determine.

(y) Construe Trust. To construe the Trust provisions of this Trust Agreement and any construction thereof, any action taken thereon by the TRUSTEE in good faith shall be final and conclusive, and the TRUSTEE may correct any defect, supply any omission, or reconcile any inconsistencies in said Trust provisions in such manner, and to such extent, as to the TRUSTEE may seem expedient to carry the same into effect, and the TRUSTEE shall be the sole, final and conclusive judges of such expediency.

(z) Uniform Principal and Income Act. To determine, in accordance with the terms of the Uniform Principal and Income Act, what part of cash or other property received by the Trustee is income and what part is principal, and to determine what expenses and other charges, including the TRUSTEE'S fees and disbursements, shall be a charge against principal and what against income. However, stock dividends, rights to subscribe for any stock or securities, or any gain which may accrue from any sale, exchange or other disposition of any property or assets included in the Trust Estate (capital gains) shall not be determined to become subject to distribution as income, but shall be determined to be principal and shall be added thereto and treated in all respects in the same manner as the original principal of the Trust Estate after deduction therefrom as a charge against the same of all income taxes payable with respect thereto; and all losses sustained as a result of the sale, exchange or other disposition of assets and property comprising a part of the Trust Estate shall be charged against principal and shall not be charged against the income of the Trust Estate or reduce the amount of such income subject to distribution. All cash dividends except liquidating dividends and capital gain distributions shall be considered as income.

(aa) To pay, satisfy and discharge all taxes and assessments upon the property comprising the Trust Estate or upon the income derived therefrom and to make provision or payment for any estate, inheritance, succession or other similar taxes that may be imposed upon GRANTOR'S estate if and to the extent that the fiduciary of GRANTOR'S estate so desires. However, no property comprising a portion of the Trust Estate which would otherwise not be includable in GRANTOR'S gross estate for federal tax purposes shall be used for such purposes. Where it is permitted by law to claim expenses as either income or estate tax deductions, the TRUSTEE shall not be accountable or responsible to any person interested in GRANTOR'S property for the manner in which they shall exercise such election, and the decisions with respect to adjustment between income and principal shall be binding and inclusive upon all persons interested in GRANTOR'S property.



Anything contained herein to the contrary notwithstanding, any payment of an estate, inheritance, succession, death or similar tax (whether state or federal) which is payable with respect to the property comprising part of GRANTOR'S estate, whether such property is contained in this Trust or not, shall be equitably allocated among the persons to which said property is to be distributed or may be transferred. Such allocations shall be made in the portion that the value of the property, interest or benefit of each person bears to the total value of the property, interest or benefits received by all such persons interested in GRANTOR'S estate, except that in making such allocations, allowances shall be made by any exceptions granted by the act imposing the tax and for any deductions allowed by such act (including, but not limited to, the marital deduction) for purposes of arriving at the value of GRANTOR'S taxable estate. So far as practicable, the TRUSTEE shall deduct the amount of such taxes allocated to such beneficiary from the amount distributable to such beneficiary and shall recover from all others for the benefit of GRANTOR'S estate their allocable parts or portions of such taxes. In the event that GRANTOR is married, there shall be no apportionment against GRANTOR'S spouse if GRANTOR'S spouse is the donee or recipient of any property or interest in property and the property or interest in property was allowed in GRANTOR'S federal estate tax proceedings as a marital deduction under IRC Section 2056.

8.02 Investment Powers. The TRUSTEE shall possess and may exercise such investment powers and authority with respect to the principal of this Trust as they, in the TRUSTEE'S sole, absolute and uncontrolled discretion shall deem necessary, proper and convenient to carry out or put into effect any of the provisions of this Trust Agreement. The TRUSTEE may invest and reinvest the assets of this Trust without regard to any principle of diversification and without restriction to legal investments for fiduciaries, provided that the investments are such as would be obtained by men of prudence, discretion and intelligence for their own accounts. By way of illustration, and not by way of limitation, the TRUSTEE shall have the following investment powers and authority:

(a) Acquisitions. To acquire, by purchase, exchange, or otherwise, at such price, for such consideration and upon such terms and conditions as the TRUSTEE shall deem appropriate, property of every conceivable kind and character whatsoever belonging to any other person, natural or corporate.

(b) Securities; Contracts. To buy, sell, trade and deal in, stocks, bonds and securities of every nature, and contracts of every nature, on margin or otherwise; and, in connection herewith, to borrow money and to pledge any and all stocks, bonds securities, commodities and contracts for the future delivery thereof; and to buy, sell, trade and deal in puts, calls, straddles and other options of every kind and nature; to buy, sell and trade in securities of any nature, including short sales, covered and uncovered puts and calls on margin, and for such purposes may maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by them with such brokers or other lenders as security for loans and advances made to the TRUSTEE.

(c) Conversion; Subscription Rights. To exercise or not exercise, or to sell or otherwise dispose of, any conversion or subscription rights or privilege which shall accrue to the Trustee with respect to any stock or securities comprising a part of the Trust Estate, including any such right or privilege which may be necessary to enable the TRUSTEE to avail themselves of the benefit of any transaction mentioned or described in this Article.

(d) Formation, Extension of Corporation. To form, renew or extend the life of any corporation or business entity under the laws of any State and/or to subscribe for, or otherwise acquire, all or any part of the capital stock, bonds or other securities of any corporation or business entity.

(e) Other Business Interests. To acquire, to continue and operate either alone or with others, and to sell or liquidate, as the TRUSTEE deem advisable in the best interests of this Trust, any business or partnership interests, whether received by the Trust or acquired by the Trust, and to organize a partnership, limited partnership, corporation or other entity to carry on such business.

(f) Acquisition or Retention of Unproductive Assets. To continue to hold any non-income producing or unproductive assets received or acquired under this Trust and to invest and reinvest in or otherwise acquire such assets, if the TRUSTEE, in the exercise of their best judgment determine that the potential for appreciation in the value of any such asset is such that the asset would further and be in the best interests of the purposes of this Trust.

(g) Investment in Life Insurance. To acquire, as a Trust asset, a life insurance policy on the life of any person to whom the income of the Trust is payable, or on the life of any person in whom such income beneficiary has an insurable interest, including, but not limited to, the GRANTOR, from such companies and in such amounts as the TRUSTEE deem advisable; and all such life insurance shall be payable to, and all incidents of ownership shall be vested in, the TRUSTEE.

8.03 Insurance Policies. During the GRANTOR'S life, the GRANTOR shall have all rights under any life insurance policies payable to the TRUSTEE, including the right to change the beneficiaries, to receive any dividends or other earnings of such policies without accountability therefor to the TRUSTEE or any beneficiary hereunder, and the right to assign any policies to any lender, including the TRUSTEE, as security for any loan to the GRANTOR or any other person. The TRUSTEE shall have no responsibility with respect to any policies, for the payment of premiums or otherwise, except to hold any policies received by the TRUSTEE in safekeeping and to deliver them upon the GRANTOR'S written request and upon the payment to the TRUSTEE of reasonable compensation for services. The rights of any assignee of any policy shall be superior to the rights of the TRUSTEE. If any policy is surrendered or if the beneficiary of any policy is changed, this Trust shall be revoked with respect to such policy. However, no revocation of the Trust with respect to any policy, whether pursuant to the provisions of the preceding sentence or otherwise, shall be effective unless the surrender or change in beneficiary of the policy is accepted by the insurance company.

Upon the death of the insured under any policy held by or known to, and payable to, the TRUSTEE, or upon the occurrence of some event prior to the death of the GRANTOR that matures any such policy, the TRUSTEE shall use its best efforts to collect the proceeds of all policies and other contractual benefits and property which are subject to the terms of this Trust, and for that purpose shall have full power to execute and deliver any receipt or other voucher for the same; to institute any suit or proceedings; and to do and perform any and all other acts necessary for collecting any sums which may be due and payable on account of said policies; or the TRUSTEE may exercise any optional method of settlement available to it; and the TRUSTEE shall deliver any policies on the GRANTOR'S life held by it and payable to any other beneficiaries as those

beneficiaries may direct. Payment to, and the receipt of, the TRUSTEE shall be a full discharge of the liability of any insurance company, which need not take notice of this Agreement or see to the application of any payment. The TRUSTEE need not engage in litigation to enforce payment of any policy without indemnification satisfactory to it for any resulting expenses.

8.04 Dealing With Estate of Grantor. The TRUSTEE is hereby authorized, in the TRUSTEE'S absolute discretion, without regard to whether the TRUSTEE may also be serving as personal representatives of the GRANTOR'S estate, to purchase on behalf of the Trust Estate any property, real, personal or mixed, tangible or intangible, and wherever situated, belonging to the estate of the GRANTOR, or to make loans or advancements, secured or unsecured, to the Personal Representative of the estate of the GRANTOR in order to provide funds with which to pay claims, taxes, administration expenses, or other indebtedness of such estate. Any such purchases, loans, and advancements shall be made upon such terms and conditions as the TRUSTEE, in the TRUSTEE'S discretion, deem appropriate. The TRUSTEE shall not be liable for any loss to the Trust Estate by reason of acting in accordance with this Article, except for their own negligence.

8.05 Payment of Debts, Taxes and Bequests of Grantor's Estate. After the GRANTOR'S death, the TRUSTEE, if in its discretion it deems it advisable, may pay all or any part of the GRANTOR'S funeral expenses, legally enforceable claims against the GRANTOR or his estate, reasonable expenses of administration of his estate, any allowances by court order to those dependent upon the GRANTOR, without reimbursement from the GRANTOR'S personal representative, from any beneficiary or insurance upon the GRANTOR'S life, or from any other persons. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate includable in the GRANTOR'S estate for federal estate tax purposes and any interest so paid shall be charged generally against the income thereof. The TRUSTEE may make such payments directly or may pay over the amounts thereof to the personal representative of the GRANTOR'S estate. Written statements by the personal representative of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the TRUSTEE and the TRUSTEE shall be under no duty to see to the application of any such payments. The TRUSTEE shall pay over to the personal representative of the GRANTOR'S estate all obligations of the United States Government held hereunder which may be redeemed at par in payment of Federal estate taxes. Any estate, inheritance, succession, death or similar tax payable by reason of GRANTOR'S death shall be paid and apportioned in accordance with the explicit provisions set forth elsewhere in this Article.

8.06 Direct Payments for Incompetent or Incapacitated Person. If any adult beneficiary of any trust created herein shall, in the opinion of the TRUSTEE, become incapacitated at any time or from time to time, the TRUSTEE may, in the TRUSTEE'S uncontrolled discretion, use and apply all or any part of such income for the support and maintenance of such beneficiary, without the intervention of a guardian. All rights, benefits and powers accorded any beneficiary under this Trust Agreement who is under a legal incapacity shall be exercised on behalf of such beneficiary by the duly appointed legal representative, conservator or guardian of such person, if any. If there is no such duly appointed legal representative, conservator or guardian, then the following persons shall act on behalf of such beneficiary in the following order of priority:

- (a) Such beneficiary's natural guardian;
- (b) The person standing in loco parentis to such beneficiary;

- (c) The beneficiary's spouse.

8.07 Power of Trustee to Act as Trustee for Beneficiary Under Age 21. If any share hereunder becomes distributable to a beneficiary who has not attained the age of twenty-one (21) years, then such share shall immediately vest in such beneficiary, but notwithstanding the provisions herein, the TRUSTEE shall retain possession of such share in trust for such beneficiary until such beneficiary attains the age of twenty-one (21) years, using so much of the net income and principal of such share as the TRUSTEE deem necessary to provide for the proper support, medical care and education of such beneficiary, taking into consideration to the extent the TRUSTEE deem advisable any other income or resources of such beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall be accumulated and added to the principal. Such beneficiary's share shall be paid over and distributed to such beneficiary upon attaining the age of twenty-one (21), or if he or she shall sooner die, to his or her executors or administrators. The TRUSTEE shall have with respect to each share so retained all the powers and discretions had with respect to the trust created herein generally.

8.08 Obligation to Report. The TRUSTEE agree to furnish annual statements to the beneficiaries receiving income hereunder, showing all receipts and disbursements during the period covered, and submit annually, a statement of profit. Such accounts shall be accounts stated, accepted and approved, except as to any items appearing therein with respect to which written exceptions or objections are made to the TRUSTEE within thirty (30) days from the rendition of any such statement, and all persons having contingent or remainder interests hereunder shall be bound thereby. The books of account of the TRUSTEE shall, at all reasonable times, be open to the reasonable inspection of such beneficiaries and such other persons as they may designate for that purpose.

8.09 Discretion to Terminate Small Trust. After the death of GRANTOR, if the principal of any trust herein created allocable to any beneficiary shall, at any time, fall below the sum of Twenty Thousand (\$20,000.00) Dollars, and if the beneficiary then entitled to receive the income therefrom shall have attained the age of twenty-one (21) years, or shall have a legal qualified guardian, the TRUSTEE shall, in the TRUSTEE'S sole and uncontrolled discretion, forthwith assign, transfer, convey and pay over to or for such beneficiary, the entire principal of said Trust Estate, free and discharged from the Trust hereof, notwithstanding anything herein contained to the contrary, in which event, any remainderman shall not be considered as having vested interest in the Trust Property so conveyed to such beneficiary.

8.10 Discretion to Terminate - Unexpected Events. If, in the judgment of the Trustee, there shall exist at any time subsequent to GRANTOR'S death circumstances not shown by this Trust Agreement to have been specifically contemplated by GRANTOR as of the date hereof, such as a national or international social, political or economic upheaval of major consequence, any national or international calamity or catastrophe or any action, including legislation, on the part of any governmental authority, which would defeat the purpose of any trust created herein, and the TRUSTEE shall so direct, any trust shall, notwithstanding any of the provisions of this Trust Agreement to the contrary, cease and terminate on a date to be fixed by the TRUSTEE, and upon the date so fixed for the termination of any trust so terminated shall be distributed by the TRUSTEE to the income beneficiary or beneficiaries in the same proportions as said property would have been distributed in the event GRANTOR'S death had occurred on the aforesaid date fixed by the TRUSTEE, without intervention of any trust terms.

8.11 General. It is the intention of the GRANTOR to provide the TRUSTEE with the power and authority to do all of the acts, to take all the proceedings, and to exercise all the rights, powers and privileges which an absolute owner of the property would have, subject always to the discharge of their fiduciary obligation as TRUSTEE. The enumeration of certain powers in this Trust shall not limit the general or implied powers of the TRUSTEE. The TRUSTEE shall have all additional powers that may now or hereafter be conferred on them by law or that may be necessary to enable the TRUSTEE to administer the Trust in accordance with the provisions and subject to any limitations specified in this Trust. In addition to any specific powers granted to the TRUSTEE under this Trust, the TRUSTEE shall have all the powers set forth in Section 822, et seq., of the Revised Probate Code (PA 1978, No. 642) of the State of Michigan which are incorporated by reference as the code existing on the date of this Trust Agreement, except as other provisions specifically provide to the contrary.

8.12 Trustee Voting, Liability. The TRUSTEE shall incur no personal or individual liability to any person or entity dealing with the TRUSTEE in administering the Trust Estate in accordance with the provisions of this Trust Agreement, and the TRUSTEE shall be expressly exempt from any personal or individual liability and their liability shall be limited to the trust property. No TRUSTEE shall be liable for any loss attributable to action or non-action (i) in which it has not concurred, or (ii) of any predecessor Trustee or TRUSTEE.

If there shall be more than one TRUSTEE, the TRUSTEE shall be governed in each and every instance wherein any action is to be taken pursuant to their majority vote; provided that any TRUSTEE may designate, in writing, the other TRUSTEE or TRUSTEE to act on his, her or its behalf.

8.13 Action By Majority. If there shall be more than one (1) Trustee, the Trustee shall be governed in each instance where any action is to be taken pursuant to their majority vote. However, any Trustee may designate, in writing, the other Trustee or Trustees to act on his, her, or its behalf.

## ARTICLE IX

### Resignation of Trustee, Appointment of Successor Trustee

Any TRUSTEE at any time acting under this Trust Agreement may resign at any time by written notice to the adult beneficiary or beneficiaries who are then entitled to the income from the Trust or Trusts. In the event of the death, resignation, refusal or inability to act of TRUSTEE, MAUREEN K. O'HARE, then MAUREEN A. BERRY and EDWARD G. O'HARE shall be appointed as Successor Trustees. In the event of the death, resignation, refusal or inability to act of one of the said Successor Trustees, then the other SUCCESSOR TRUSTEE shall act individually. The surviving SUCCESSOR TRUSTEE may appoint his or her successor by a written instrument executed with the same formalities as this Trust. In the event that the SUCCESSOR TRUSTEE shall not appoint his or her successor and shall become unable or unwilling to act as SUCCESSOR TRUSTEE, then the SUCCESSOR TRUSTEE shall be appointed by a vote of the beneficiaries entitled to the distributions as set forth in Article VII above, with the legal or natural guardians of any minor beneficiary to vote on behalf of such minor beneficiary or beneficiaries, with the beneficiaries voting on the basis of

the percentage interests they may have in the distribution of the estate. The agreement to act as SUCCESSOR TRUSTEE hereto shall be construed as no more than acceptance of the terms of this Trust Agreement as they apply to the rights, powers, duties and obligations of said SUCCESSOR TRUSTEE during his tenure as TRUSTEE and shall in no way be construed to mean acceptance, ratification or approval of any of the acts, omissions or defaults of the original TRUSTEE, nor any undertakings by the SUCCESSOR TRUSTEE to audit or verify the records of the original TRUSTEE. Any SUCCESSOR TRUSTEE shall be entitled to rely upon any statements and records (which may come into the SUCCESSOR TRUSTEE'S possession after a reasonable search) of the original TRUSTEE as to the assets of this Trust, and shall have no responsibility or liability hereunder to any person for the assets of this Trust until reduced to the possession of the SUCCESSOR TRUSTEE.

## ARTICLE X

### Common Disaster - Presumption Of Beneficiary Predeceasing Grantor

If any beneficiary and the GRANTOR should die under such circumstances as would render it doubtful whether the beneficiary or the GRANTOR died first, then it shall be conclusively presumed for the purpose of this Trust that the said beneficiary predeceased the GRANTOR.

## ARTICLE XI

### Definitions; Construction

11.01 For the purpose of this Trust, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. The terms "child", "children", "grandchild", "heir", "issue", "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent.

Provided, however, when the term "GRANTOR'S child" or "GRANTOR'S children" is used, said term shall refer to Edward G. O'Hare, Margaret M. O'Hare-Huss, Maureen A. Berry, Daniel J. O'Hare, Eileen M. Maskell, Dennis V. O'Hare, Karen C. Haughney.

11.02 As used herein, the words "gross estate", "adjusted gross estate", "taxable estate", "unified credit", "maximum marital deduction", "marital deduction", "pass", and any other word or words which from the context in which it or they are used or refer to the Internal Revenue Code, shall be assigned the same meaning as such words have for the purposes of applying the Internal Revenue Code to the GRANTOR'S estate. Reference to Sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of GRANTOR'S death.

11.03 Whenever in this Trust 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 Trust Agreement "Executor" or "Trustee" or other words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, whenever they would so apply.

11.04 Wherever in this Trust Agreement reference is made to the term "TRUSTEE" it shall be deemed to include, by implication, the phrase "or his/their SUCCESSOR TRUSTEE".

11.05 No person named in this Trust Agreement shall be deemed to be "incapacitated" unless the TRUSTEE shall have received one of the following:

(a) A court order finding such person to be legally incapacitated, or appointing a legal representative, guardian or conservator for the estate of such person or to act for such person; or

(b) A duly executed medical report from each of two licensed physicians, one of whom shall preferably be the personal physician of such person, each certifying that he or she has examined the person and has concluded that, by reason of a medically demonstrable condition or conditions, including physical or mental illness or disability, such person had, at the date thereof, become incapacitated or unable to act rationally and prudently in his or her own financial best interests;

(c) Any physician's medical report may be revoked by a similar report, certifying that the person is no longer incapacitated, and executed by the same physician, or by two other duly licensed physicians;

(d) No TRUSTEE shall be under a duty to commence an inquiry into a person's capacity, but the expense of any such inquiry reasonably commenced may be paid from the Trust assets.

## ARTICLE XII

### Spend-Thrift Provision

The TRUSTEE is hereby vested with full and complete legal and equitable title to all of the property and estate hereby given, devised and bequeathed to the TRUSTEE until the termination of such trust and until all such trust property shall actually be paid over, transferred and delivered to the persons designated as beneficiaries under any of the trusts created herein. No person entitled as beneficiary hereunder, either to the principal of said property upon the termination of such trust, or to the income therefrom during the continuance thereof, shall take or have any title to, or interest in, such principal or income until the same shall be actually received in possession by such person. No disposition, charge or encumbrance by way of anticipation of such trust principal, the income therefrom, or any part thereof, by any person who may be designated as beneficiary thereunder, shall be of any validity or legal effect, or be in any way so regarded by said TRUSTEE, nor shall the interest of any beneficiary be, in any way, liable for any claim of any creditor, spouse,

divorced spouse or of any other person to whom such beneficiary may be, in any way, obligated or subject to any legal process or bankruptcy proceedings.

#### ARTICLE XIII

##### Perpetuities Savings Clause

Notwithstanding anything herein to the contrary, the trust created hereunder shall terminate not later than twenty-one (21) years after the death of the last survivor of the GRANTOR'S spouse and issue living on the date of the GRANTOR'S death, when the TRUSTEE shall distribute each remaining trust hereunder to the beneficiary or beneficiaries of the current income thereof, and if it is more than one (1) beneficiary, in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries; provided, further, that the term of trust created by this Trust Agreement shall not extend beyond the maximum period permitted by the controlling laws of the state of GRANTOR'S domicile at the date of GRANTOR'S death, and whenever in this Trust Agreement GRANTOR has directed or permitted the accumulation of net income of any such trust, such accumulations shall cease when, by the controlling laws of the state of GRANTOR'S domicile at the date of GRANTOR'S death, they are required to cease.

#### ARTICLE XIV

##### No Registration or Active Court Supervision

Unless in conflict with applicable local law, this Trust shall not be required to be registered and shall be administered free from the active supervision of any Court, including but not limited to, Probate Court.

#### ARTICLE XV

##### Law to Govern

This Trust Agreement and the Trust created herein shall be construed, regulated and governed by and in accordance with the laws of the state in which GRANTOR shall be domiciled from time to time, and on GRANTOR'S death, under the laws of the state in which GRANTOR was domiciled as of the date of death.

#### ARTICLE XVI

##### Notice

16.01 Any notices or other communications required or permitted by this Trust instrument to be delivered to or served on the TRUSTEE shall be deemed properly delivered to, served on, and received by the TRUSTEE when personally delivered to either of the TRUSTEE, or, in lieu of such personal service, when deposited in the United States mail, certified mail with postage pre-paid,



addressed to the TRUSTEE. The TRUSTEE shall provide all interested parties with their addresses and any address changes, within seven (7) days of any change of address. TRUSTEE shall serve all notices on interested parties in the same fashion as notices to the TRUSTEE are to be served.

17.02 Until the TRUSTEE shall have received written notice of any birth, death or other event on which the right to receive payment from the Trust property may depend, the Trustee shall incur no liability for disbursements or distributions theretofore made in good faith.

## ARTICLE XVII

### Incontestability

17.01 The dispositive provisions of this Trust Agreement and of the GRANTOR'S Last Will and Testament are intended to be exclusive of any other rights, interests, or claims which any beneficiary herein may have, including, but not limited to statutory election rights. Accordingly, if any beneficiary contests this Trust Agreement for any purpose whatsoever, the GRANTOR intends that it shall have the following effects with respect to any interest the beneficiary would otherwise be entitled to:

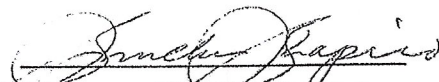
(a) The beneficiary shall immediately forfeit any interest he or she may have under this Trust Agreement, and the interests of other beneficiaries shall be proportionately increased or advanced.


(b) Such a forfeiture shall include any rights or powers said beneficiary may have as TRUSTEE or CO-TRUSTEE under this Trust Agreement.

(c) All provisions of this Trust Agreement which confer any interests, rights, powers or duties upon the contesting beneficiary shall be immediately voided and revoked.

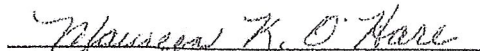
IN WITNESS WHEREOF, said MAUREEN K. O'HARE, GRANTOR, has hereunto set her hand and seal, all on the day and year first above written.

WITNESSETH:

  
SIMCHA SHAPIRO

  
LARRY J. SPILKIN

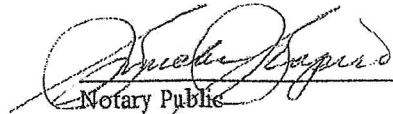
  
MAUREEN K. O'HARE, Grantor

  
MAUREEN K. O'HARE, Trustee

STATE OF MICHIGAN        )  
  )ss.  
COUNTY OF OAKLAND     )

On this 19 day of February, 1997, before me, a Notary Public in and for the County and State above, personally appeared MAUREEN K. O'HARE, known to me to be the persons described in and who executed the same as her free act and deed. Further, that the said MAUREEN K. O'HARE signed in the presence of the witnesses, and that the witnesses signed at the request of the said MAUREEN K. O'HARE, in her presence and in the presence of each other.

IN WITNESS WHEREOF, I have hereunto set my hand and seal all on the day and year first above written.

  
\_\_\_\_\_  
Notary Public

**SIMCHA SHAPIRO**  
Notary Public, Oakland County, Mich.  
My Commission Expires: 04-29-97