

DOUGLAS FELMLEE  
10227 UPPER MOGRAIN  
CHEBOYGAN, MI 49721

(231) 625-8040

16 November 2022

HOPE SHORES ALLIANCE  
3022 US-23 SOUTH  
ALPENA, MI 49707

ATTN: KELLY BERNAU

Dear Ms. Bernau,

Hope Shores Alliance has been named a beneficiary in the estate of Gale L. Sherbeck. Mr. Sherbeck passed away on 17 October 2022. As his Executor, I am contacting you to notify you of his wishes. This donation will be made once the estate is settled and all associated expenditures have been satisfied. This may take several months or more. I will personally let you know the intentions for payment of this donation and keep you updated.

Attached, you will find a copy of his most recent Revocable Living Trust dated 21 May 2021 (see last page of enclosure one). This Revocable Living Trust supersedes all previous Wills and Trusts.

The attorney who drafted this trust on Mr. Sherbeck's behalf is David H. Cook. His contact information is on the front page of enclosure one if you have any questions or concerns regarding this Trust.

My contact information is above if you have any other questions for me.

Sincerely,



Douglas J. Felmlee

Enc. 1 – copy of the Revocable Living Trust

**RESTATEMENT OF THE  
GALE L. SHERBECK  
REVOCABLE LIVING TRUST  
DATED AUGUST 10, 2015**

**DRAFTED BY:  
DAVID H. COOK, ATTORNEY AT LAW  
5466 M-72  
HARRISVILLE, MI 48740  
(989) 724-5155**

**ENCL: 1**

**RESTATEMENT OF THE  
GALE L. SHERBECK REVOCABLE LIVING TRUST**

THIS RESTATEMENT, made this 21<sup>st</sup> day of May, 2021, A.D., is made to Restate in full and shall supersede the terms of the GALE L. SHERBECK Revocable Living Trust dated August 10, 2015, is made between GALE L. SHERBECK, of 3685 E. Quick Road, Lincoln, MI 48742, hereinafter called the "Settlor", and GALE L. SHERBECK, hereinafter sometimes called the "Trustee". If GALE L. SHERBECK is unable to act as Trustee for any reason, then DOUG FELMLEE, shall act as "Successor Trustee". In the event DOUG FELMLEE is unable to act as Successor Trustee for any reason, BRENDA STIPE shall act as Successor Trustee.

**WITNESSETH:**

The Settlor, desiring to create a Trust for the benefit of himself and other beneficiaries as hereinafter set forth, does by these presents hereby assign, transfer and deliver to himself as Trustee, the property described in the Schedule hereto annexed and made a part hereof.

Additional funds, securities and other property may be transferred by the Settlor or other persons by will or otherwise from time to time to the Trustee, or to the Successor Trustee, then acting hereunder, as additions to the Trust estate, and all such further funds, securities or other property shall be dealt with by the Trustee or Successor Trustee pursuant to the terms hereof. A description of such additional funds, securities or other property, in such event, shall be listed in appropriate Schedules attached hereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

**FIRST**

In the event that the Settlor's regular or two licensed physicians of different specialties and unknown to each other, deliver a written instrument to the Successor Trustee certifying that the Settlor, during his lifetime, has become incapable of managing his own affairs, the Settlor shall cease to be the Trustee and the Successor Trustee nominated hereunder shall take office without requiring any action or permission of any nature or kind whatsoever from the Settlor and shall possess and be subject to those rights, duties and obligations which it would assume if it had been named as the original Trustee hereunder. Until the Settlor's regular physician or two licensed physicians shall certify that the Settlor have again become capable of managing his own affairs, any attempt by the Settlor to exercise any reserved rights and powers under this Trust Agreement

including, but not by way of limitation, the right of modification, revocation, amendment, withdrawal or principal of this Trust, or change of beneficiary of any insurance policy subject to this Trust, shall be void.

## **SECOND**

The Trustee is directed to pay all of the net income of this Trust to the Settlor for and during his lifetime together with such amounts of Trust principal as the Settlor may withdraw from time to time. In the event that the Settlor shall become incapacitated at any time hereunder, through illness, age or any other cause, the Successor Trustee may, from time to time, apply all or any part of the net income or Trust principal toward the support, care and benefit of the Settlor, in such amounts and in such manner as the Successor Trustee may determine to be in the best interest of the Settlor.

## **THIRD**

Upon the death of the Settlor, the Successor Trustee, after making adequate provision for any and all taxes or other liabilities properly charged or chargeable against or paid or payable from the Trust estate as provided in Paragraph NINE hereof, shall distribute the Trust estate and any property which may be deliverable to the Successor Trustee under the terms of Settlor's Last Will and Testament in the following manner:

1. The Successor Trustee is directed to distribute to the Settlor's friend, ROBERT NELSON of 3994 N. Barlow Road, Lincoln, MI 48742 (989) 736-7934 the 2012 Integrity trailer, the Kobota Tractor with snow blower and mower deck and the Kobota RTV and 3012 Sport Club Trailer VIN # 4H1011517C046593 to be his absolutely. In the event that ROBERT NELSON does not survive the Settlor, then said bequest shall pass to the residual beneficiaries set forth herein.
2. The Successor Trustee is directed to distribute to the Settlor's neighbor, JESSE CAMPBELL of 3581 Quick Road, Lincoln, MI 48742 (989) 334-0277 and the 1958 tractor with all tools, bulldozer, plow, cultivator, disk and brush hog, to be his absolutely. In the event that JESSE CAMPBELL does not survive the Settlor, then said bequest shall pass to the residual beneficiaries set forth herein.
3. The Successor Trustee is directed to distribute to the Settlor's, nephew, DOUG FELMLEE of 10227 Upper Morgan, Cheboygan, MI (231) 625-8040, any balances remaining in the Huron Community Bank checking account # 0413168106. In the event that DOUG FELMLEE does not survive the Settlor, then said bequest shall pass to the residual beneficiaries set forth herein.
4. The Successor Trustee is directed to distribute the Settlor's real property located in the County of Alcona legally described as the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 20, T27N, R9E to the Settlor's nephew, DOUG FELMLEE of 10227 Upper Morgan, Cheboygan,

MI (231) 625-8040 and the Settlor's niece, BRENDA STIPE, of 901 Rose Avenue, Ann Arbor, MI 48104, (734) 747-9299 share and share alike. In the event that either of them do not survive the Settlor, their share shall pass to the surviving beneficiary above named. In the event that both of them do not survive the Settlor, said bequest shall lapse and shall be distributed to the residual beneficiaries set forth herein.

5. The Successor Trustee is directed to distribute any remaining balances in the Settlor's brokerage account at Raymond James bearing account number 82873138 to HOPE SHORES ALLIANCE of P.O. Box 797, Alpena, Michigan 49707 (989) 356-2560 and WCMU PUBLIC MEDIA, of 1999 E. Campus Drive, Mt. Pleasant, MI 48859, Phone # (989) 775-3105, in equal shares, share and share alike, to be used for purposes that they deem worthwhile in the memory of the Settlor.

6. The Successor Trustee is directed to distribute the rest, residue and remainder of the trust assets to my nephew, DOUG FELMLEE of 10227 Upper Morgan, Cheboygan, Michigan 49721 (231) 625-8040, my niece, BRENDA STIPE of 901 Rose Avenue, Ann Arbor, MI 48104 (734) 747-9299 and my sister, NORENE FELMLEE of 7139 SW 91 Street, Ocala, FL 34481 (352) 414-1704 in equal shares, share and share alike. In the event that any of the above named beneficiaries do not survive the Settlor, their share shall pass to the surviving beneficiaries above named, in equal shares.

#### FOURTH

The Trustee or Successor Trustee shall have the power and is authorized in is or its absolute discretion with respect to any Trust property, real or personal, at any time held under this Agreement and without authorization by any court and in addition to any other rights, powers and authority granted by any other provision of this Agreement or by the powers set forth in Section 822 et.seq. of the 1978 Revised Probate Code, Public Act 642 of the State of Michigan which Settlor incorporates by reference herein:

- A. To enter upon and take possession of the Trust estate;
- B. To collect the income and profits there from, and to invest and reinvest the Trust property in real, personal, or mixed assets including common Trust funds of the Successor Trustee in accordance with his or its judgment, not being limited by any present or future investment laws;
- C. To vote in person or by proxy with respect to any and all securities;
- D. To retain all property in the form in which the same shall be received or acquired by them or it without liability for any loss that may be incurred thereby, and without regard to the proportion that any one asset or class of assets may bear to the whole;

E. To allocate between income and principal all receipts and disbursements in accordance with sound Trust accounting principles except that during the lifetime of the Settlor, all expenses of administration shall be charged to income;

F. To sell real or personal property, or both, either for cash or part cash and part deferred payments at a public or private sale.

G. To option, convey, exchange, lease and re-lease for any length of time, mortgage, pledge, partition, plat, subdivide, improve, repair, surrender, abandon or otherwise deal with or dispose of all the Trust property, or any part thereof at such time or times and in such manner, either public or private, and upon such terms as in the discretion of the Trustee or Successor Trustee may deem expedient and proper.

H. To borrow money on the general credit of any Trust or Trusts or to pledge or mortgage any of the Trust property as security for the repayment thereof, and to renew from time to time any such indebtedness;

I. To prosecute and defend and in the exercise of them or its sole discretion which shall be binding on all interested parties, compromise, settle or abandon, claims by or against the Trusts and the Trust estate;

J. To make, execute and deliver any and all such instruments in writing as shall be necessary or proper to carry out any disposition whatever of any Trust property;

K. To allocate kinds of disproportionate shares of property or undivided interests in property among the Trust herein and the beneficiaries thereof;

L. To carry in his or its name or in the name of them or its nominee or nominees, and with or without designation or fiduciary capacity, securities or other property requiring or permitting of registration.

M. To open and maintain accounts safe deposit boxes with any bank or safe deposit company, with the right to nominate an agent or grant power of attorney to any third party pertaining agent or grant power of attorney to any third party pertaining to such bank accounts or safe deposit boxes; and in general;

N. To exercise all necessary control and power over the Trust property.

## **FIFTH**

The principal of the Trust administration hereunder and the income resulting there from while in the hands of the Successor Trustee shall not be subject to any conveyance, transfer, or assignment, or be pledged as security for any debt of any beneficiary thereof and shall not be subject to any claim of any creditor of any beneficiary, through legal process or otherwise. Any attempted sale, anticipation, assignment or pledge of any of

the principal or income held in any such Trust by each beneficiary shall be null and void, and shall not be recognized by the Successor Trustee.

#### **SIXTH**

A. Upon the death, resignation or incapacity of the Trustee, the Successor Trustee shall have the entire care and custody of all of the assets comprising the Trust hereunder and shall keep the assets with the same care as given to other property held by it in a fiduciary capacity, and shall maintain full and accurate records of assets, receipts, and disbursements, and other financial transactions relative to the Trust estate, all of which shall be available for inspection at any reasonable time by any and all beneficiaries.

B. The Successor Trustee shall furnish at least annually, to the beneficiary, or beneficiaries to whom income is currently payable to for whose benefit it may be currently expended, a complete inventory of the assets held in the Trust together with a statement of all receipts and disbursements.

C. The Successor Trustee shall pay all necessary and property fees, expenses and liabilities in the administration of any Trust hereunder, including reasonable compensation for his services.

#### **SEVENTH**

The Settlor reserves the right to, (a) modify or alter this agreement in any manner or (b) revoke it in whole or part.

#### **EIGHTH**

If at any time real property located outside the State of Michigan becomes a part of the Trust corpus and if the Successor Trustee is unable or unwilling for any reason to act as the Successor Trustee of such foreign real estate, then the Successor Trustee shall appoint an individual or corporation to act as Special Trustee hereunder in place of the Successor Trustee solely with respect to such foreign real estate. The appointed Special Trustee shall have full responsibility and authority over such foreign real estate as if said special Trustee was originally appointed hereunder. The Successor Trustee shall retain sole authority over all the other Trust assets and the appointed Special Trustee shall have no responsibility or liability or authority in any way at any time over any of the other Trust assets. The appointed Special Trustee shall have no responsibility or liability or authority in any way at any time over any of the other trust assets and may be removed from this capacity in writing at the option of the Successor Trustee. During the time that the appointed Special Trustee serves hereunder, said Special Trustee shall remit all net income to the Successor Trustee, at least annually, and at such time as such foreign real estate is no longer a Trust asset than the appointed of the Special Trustee shall cease to serve in its capacity, and all assets together with any accumulated income thereon, shall be turned over to the Successor Trustee, and the Special Trustee shall thereupon be discharged from any further liability or responsibility for such assets.

## NINTH

A. The Trust herein provided shall be administered and this Agreement shall be construed in accordance with the laws of the State of Michigan.

B. This Agreement shall be exempt from registration as provided for under the 1978 Revised Probate Code of the State of Michigan unless required to do so by a decree of the court of competent jurisdiction.

C. In any proceeding involving the construction, operation or modification of this Agreement, the then living beneficiary or beneficiaries to whom income is currently payable or for whose benefit it may currently be expended, shall represent all known, unknown and undetermined beneficiaries, and any order, judgment, or decree rendered in such proceeding shall be binding, not only upon such known persons, but also upon all unknown and undetermined beneficiaries.

D. Debts of the Settlor, administration expenses attributable to the death of the Settlor and death taxes imposed upon the estate of the Settlor which are the legal obligation of the trust estate under the Settlor's will, state or federal law, shall be paid from Trust principal, but not from any devise or bequest herein.

E. In any case (1) where applicable provisions of the Internal Revenue or (2) where the Internal Revenue code grants an election to the Settlor's Successor Trustee or Settlor's Personal Representative, as the case may be, or (3) where an exercise or nonexercise of a power granted the Successor Trustee by any provision of this Agreement of (4) where one or more of them in combination, confer a benefit or impose a detriment under this Trust Agreement, the Co-Successor Trustee shall not attempt to restore the interest to the position otherwise contemplated by this Agreement through adjustment between income and principal or otherwise.

## TENTH

A. The Settlor may resign as Trustee under this Agreement, at any time during his lifetime, by giving written notice to the Successor Trustee of his intention to do so. Upon receipt by the Successor Trustee of the notice of resignation, then the Successor Trustee shall become the acting fiduciary of this Agreement.

B. The Successor Trustee may resign the Trust hereof by written notice setting forth the effective date hereof, delivered personally or sent by registered mail, at least thirty (30) days prior to such effective date, to the Settlor, if living, otherwise to the beneficiary or beneficiaries hereof, and addressed to the last known address of such person or persons as disclosed by the records of the Successor Trustee.

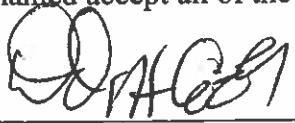


C. Within thirty (30) days after the delivery or mailing of such notice of resignation, the Settlor, or the beneficiary or beneficiaries hereof as the case may be, shall select the successor to the resigning Successor Trustee and shall in writing inform the resigning Successor Trustee of its selected successor.

D. When the Successor to the resigning Successor Trustee shall deliver its receipt for the assets of each of the Trusts to the Successor Trustee so resigning, the latter shall stand and be discharged of all its duties and obligations hereunder.

E. Each and every successor to the resigning Successor Trustee shall have the identical powers, rights, duties and obligations of the original Successor Trustee named in this Agreement.

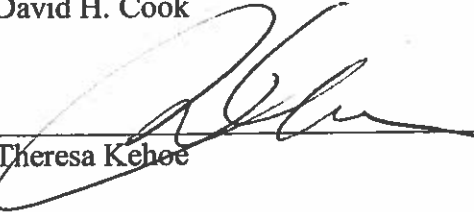
IN WITNESS WHEREOF, the parties hereto have executed this Restatement as of the day and date first written, and by so doing, the Trustee and the Successor Trustee herein named accept all of the duties and conditions imposed.

  
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David H. Cook

  
\_\_\_\_\_

GALE L. SHERBECK, Trustee

  
\_\_\_\_\_

Theresa Kehoe

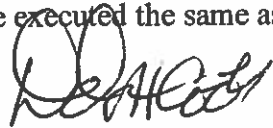
  
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GALE L. SHERBECK, Settlor

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF ALCONA )

On this 21<sup>st</sup> day of May, 2021 A.D., before me, a Notary Public, personally appeared GALE L. SHERBECK, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My Commission Expires  
November 22, 2024

  
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David H. Cook  
Notary Public  
Acting in Alcona County  
Alcona County, Michigan