

**The Davis Trust for Aid in the
Prevention and Treatment of Child Sexual Abuse**

I, WALTER A. DAVIS, presently of the City of Grand Haven in Ottawa County, Michigan, enter into this Agreement as Grantor and naming myself as initial Trustee.

WITNESSETH:

ARTICLE I
ESTABLISHMENT OF TRUST

1.1 Name of Trust. This Trust shall be referred to as "The Davis Trust for Aid in the Prevention and Treatment of Child Sexual Abuse". In circumstances where my Trustee deems advisable, the Trust may also be known as "The Davis Trust".

1.2 Declarations. It is my intent in establishing this Trust as set forth herein that Trust income and principal shall be used to aid in the prevention of sexual abuse of children and in the treatment of victims of such abuse.

1.3 Trust Corpus. I am initially transferring certain assets which I own to be held in Trust by the Trustee which are described in Schedule "A" which is attached.

1.4 Additional Trust Property. From time to time, I or other persons may transfer additional property to this Trust. Additions of property may be made from any source by assignment, conveyance or delivery, or by any testamentary disposition or appointment. Additions of life insurance policy proceeds or other moneys payable on death may be made by designation of the Trust (or of the Trustee) as a beneficiary thereof.

ARTICLE II
RESERVATIONS; GRANTOR TRUST

2.1 Amendment. I reserve the right to amend this Trust in whole or in part until the date the Trustee first receives income as a result of its licensing of the property identified on Schedule A. After such date, I do not reserve the right to amend this Trust Agreement.

2.2 Revocation. I reserve the right to revoke this Trust in whole or in part until the date the Trustee first receives income as a result of its receipt of income as a result of its licensing of property identified on Schedule A. After such date, I do not reserve the right to revoke this Agreement.

2.3 Grantor Trust. I acknowledge and agree that I will be treated as the owner of the trust estate during my lifetime for income tax purposes under Internal Revenue Code Section 671 et seq. and the comparable provisions of state law and, as a consequence, will be required to take into account the income, gains, losses, and deductions of the Trust in computing my individual income tax liability.

ARTICLE III LIFETIME MANAGEMENT

3.1 Income. During my lifetime, the Trustee shall pay and distribute the income, if any, from the Trust assets as follows:

- (a) To me, as I direct, in such amounts as may be necessary to satisfy any tax obligations I may incur as Grantor of this Trust.
- (b) To such organizations or persons as I direct, provided that the disbursement of such funds shall be in furtherance of the objectives of this Trust, namely to aid in the prevention of sexual abuse of children and in the treatment of victims of such abuse. Any contributions to charitable organizations shall be made from the gross income of the Trust.
- (c) Any net income not distributed shall be accumulated and become part of the principal.

3.2 Invasion of Principal. The Trustee shall have the discretionary power to invade principal, even to the point of exhaustion if, in the sole discretion of the Trustee, additional distributions to the income beneficiaries would be necessary or desirable. This power shall be liberally construed without regard to the interests of any remainderman.

ARTICLE IV CONSEQUENCES OF DEATH

4.1 Death. At my death, the Trustee shall receive and hold as part of this Trust all then remaining principal and undistributed net income. After my death, the Trustee shall administer and distribute this Trust in accordance with the provisions of Article V.

ARTICLE V DISTRIBUTION UPON DEATH

5.1 Income. After my death, the Trustee shall pay and distribute the net income, if any, from the Trust assets as follows:

- (a) To such charitable organizations, including governmental units or other entities which may qualify for a charitable income tax deduction, as may be selected and in such amounts determined in the sole discretion of the Trustee, provided that the disbursement of such funds shall be in furtherance of the objectives of this Trust, namely to aid in the prevention of sexual abuse of children and in the treatment of victims of such abuse. Such contributions to charitable organizations shall be made from the gross income of the Trust.

5.2 Principal. The Trustee shall have the discretionary power to invade principal, even to the point of exhaustion if, in the sole discretion of the Trustee, additional distributions to the income beneficiaries would be necessary or desirable. This power shall be liberally construed without regard to the interests of any remainderman.

5.3 Duration. This Trust shall continue until such time as the Trustee terminates it and distributes all of the principal and income, which action may be taken by the Trustee in its discretion at any time. Upon termination, the principal shall be distributed as the Trustee shall direct in its sole discretion.

5.4 Amendment After Death To Qualify as Charitable Trust. This Trust Agreement may be amended at any time after my death by written instruments signed and sealed by the Trustee, and acknowledged by my Trustee, provided that the sole purpose of such amendment is to qualify this Trust as a charitable trust under the applicable provisions of the Internal Revenue Code and state law.

ARTICLE VI TRUSTEE

6.1 Succession. In the event I am deceased, disabled, resign or am otherwise unable or unwilling to serve as Trustee, I nominate and appoint my friend, Lois Tyson, presently of Grand Haven, Michigan, as Successor Trustee. If she shall predecease me, fails to qualify, is unable to act, or ceases to act, and co-Trustee is not then serving and no Successor Trustee named, then a successor shall be appointed by the Ottawa County Probate Court.

6.2 Resignation. The Trustee may resign by written notice, setting forth the effective date thereof, delivered personally, or sent by registered mail, at least thirty (30) days prior to such effective date, to its co-Trustee or Successor, addressed to the last-known address of such person as disclosed by the Trustee's records.

In the event that I am deceased, no co-Trustee is serving and no Successor Trustee is named or can serve in such capacity, then the resigning Trustee shall petition the Ottawa County Probate Court for the appointment of a successor Trustee, such successor Trustee shall qualify by filing, within thirty (30) days of appointment, a signed and acknowledged acceptance of Trust. A Successor Trustee shall have all of the rights, title, powers and discretion herein conferred on the Trustee.

6.3 Additional Trustees. Any serving Trustee may appoint a co-Trustee or its Successor to serve under this Agreement.

6.4 Compensation. Both individual and corporate Trustees are entitled to reimbursements for out-of-pocket expenses and may receive reasonable compensation for services performed.

ARTICLE VII POWERS OF TRUSTEE AND OTHER PROVISIONS

7.1 Powers of Trustee. In the administration of this Trust, the Trustee shall have the following powers, in addition to and not in limitation of the Trustee's common law and statutory powers, such powers to be exercised in a fiduciary capacity in accordance with the general standards of trust administration imposed upon trustees.

(a) To receive and retain the initial Trust corpus and all other property which I may hereafter transfer to the Trustee or which any other person may hereafter transfer to the Trustee. The Trustee shall receive all such property as part of the trust even though it may not be a legal investment for the Trustee and even though such property by reason of its character may not be an appropriate trust investment apart from this provision. The Trustee is authorized to retain its own stock or other securities or stock or securities of any affiliate or holding company which owns the Trustee.

(b) To sell, exchange, give options upon, partition or otherwise dispose of any property which the Trustee may hold from time to time, at public or private sale, or otherwise, for cash or other consideration or on credit, and upon such terms and for such consideration as the Trustee deems advisable; and to transfer and convey such property free of all trust.

(c) To invest and reinvest in any property, real or personal, including (without limiting the generality of the foregoing language) securities or domestic and foreign corporations and investment trusts, bonds, preferred stocks, common stocks, option contracts, "short sales", mortgages and mortgage participations, even though such investment by reason of its character, amount, proportion to the total trust estate or otherwise would not be considered appropriate for a fiduciary apart

from this provision, and even though such investment causes a greater proportion of the total trust to be invested in investments of one type or one company than would be considered appropriate for a fiduciary apart from this provision. Such investment may be on a cash or margin basis, and the Trustee, for such purpose, may maintain and operate cash or margin accounts with brokers, and may deliver and pledge securities held or purchased by the Trustee with such brokers both as security for loans and advances made to the Trustee and to insure the ability of the Trustee to deliver stock against short options. The Trustee is authorized to invest in any common fund, legal or discretionary, which may be operated by and/or under the control of a corporate Trustee.

(d) To make loans, secured or unsecured, in such amounts, upon such terms, at such rates of interest, and to such persons, trusts, corporations or other parties as the Trustee deems advisable.

(e) To improve real estate, including the power to demolish buildings, in whole or in part, and to erect new buildings, to lease (including leasing for oil, gas and minerals) real estate on such terms as the Trustee deems advisable including the power to give leases for periods that extend beyond the duration of any trust; to foreclose, extend, assign, partially release and discharge mortgages.

(f) To collect, pay, contest, compromise or abandon, upon such terms and evidence as the Trustee deems advisable, any claims, including taxes, either in favor of or against trust property or the Trustee; to abandon or surrender any property.

(g) To employ brokers, banks, custodians, investment counsel, attorneys, accountants, and other agents, and to delegate to them such duties, rights, and powers of the Trustee (including the right to vote shares of stock held by the Trustee) for such periods as the Trustee deems advisable.

(h) To hold and register securities in the name of a nominee with or without the addition of words indicating such securities are held in a fiduciary capacity; to hold and register securities in a securities depository or in other form convenient for the Trustee.

(i) To participate in any voting trust, merger, reorganization, consolidation or liquidation affecting trust property and, in connection therewith, to deposit any trust property with or under the direction of any protective committee and to exchange any trust property for other property.

(j) To exercise any stock or other kind of option.

(k) To keep trust property in Michigan or elsewhere, or with a depository or custodian.

(l) To determine (reasonably and in accordance with sound trust accounting principles) as to all sums of money or other things of value received by the Trustee, whether and to what extent the same shall be deemed to be principal or to be income, and as to all charges or expenses paid by the Trustee, whether and to what extent the same shall be charged against principal or against income, including the power to apportion any receipt or expense between principal and income and to determine what part, if any, of the actual income received upon any wasting investment or upon any security purchased or acquired at a premium shall be retained and added to principal to prevent a diminution of principal upon exhaustion or maturity thereof. The Trustee may also establish reserves for depreciation and anticipated expenses and fund such reserves for depreciation expenses with appropriate charges against income.

(m) To distribute the trust estate in cash or in kind, or partly in cash and partly in kind, as the Trustee deems advisable, and for purposes of distribution, to value the assets reasonably and in good faith as of the date of distribution. Such valuation shall be conclusive on all beneficiaries. The Trustee shall not be required to distribute a proportionate amount of each asset to each beneficiary but may instead make non pro rata distributions. In making distribution, the Trustee may, but shall not be required to, take account of the income tax basis in relation to market value of assets distributed. Distribution may be made directly to the beneficiary, to a legally-appointed Guardian or, where permitted by law, to a custodian under any Uniform Gift to Minors Act, including a custodian selected by the Trustee.

(n) To deposit moneys to be paid to a beneficiary who is a minor in any demand, savings bank or savings and loan account maintained in the sole name of the minor and to accept the deposit receipt as a full acquittance.

(o) To accept the receipt of a minor as a full acquittance.

(p) To borrow from anyone (including the Trustee or any affiliate) in the name of the Trust, to execute promissory notes therefor and to secure obligations by mortgage or pledge or trust property, provided the Trustee shall not be personally liable and that any such loan shall be payable out of trust assets only.

(q) To hold, manage, invest and account for any separate trust in one or more consolidated funds, in whole or in part, as the Trustee deems advisable. As to each consolidated fund, the division into the various shares comprising such fund need be made only on the Trustee's books of account, in which each separate trust shall be allocated its proportionate share of principal and income of the fund and charged with its proportionate share of the expenses. No such holding shall defer any distribution.

(r) To carry, at the expense of the Trust, insurance of such kind and in such amounts as the Trustee deems advisable to protect the Trust estate and the Trustee personally against any hazard or liability.

(s) To exercise all of these powers without application to any court.

7.2 Diversification. The Trustee shall not be required to diversify assets and is authorized to receive and retain in the Trust any one or more securities or other property, whether or not such security or other property shall constitute a larger share of the Trust than would be appropriate for a fiduciary to receive and retain apart from this provision.

7.3 Receipt. No purchaser or other person dealing with the Trustee shall be responsible for the application of any money or other thing of value paid or delivered to the Trustee and the receipt of the Trustee shall be a full acquittance, and no purchaser or other person dealing with the Trustee and no issuer, transfer agent or other agent dealing with the Trustee shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, distribute or otherwise in any manner dispose of or deal with any property held by the Trustee. The Certificate of the Trustee that the Trustee is acting in conformance with the terms of this Agreement shall protect all persons dealing with the Trustee.

7.4 Creditors Clause. With respect to all payments and distributions to be made, no beneficiary shall have any right to or interest in the income or principal therefrom until the same has been paid to him or her. Both principal and income of such trusts shall be free from the interference and control of the creditors of any beneficiary and neither the principal nor income of such trusts shall be subject to assignment or other anticipation by any beneficiary unless the Trustee determines that such assignment or anticipation is clearly and unequivocally in the best interest of such beneficiary. Both principal and income of such trusts shall be free from seizure under any legal, equitable or other process whatsoever. If the Trustee believes the foregoing may be violated or if the Trustee believes the protection of any beneficiary requires it, the Trustee may withhold any part or all of the income and principal payments to which a beneficiary may be entitled and use and pay directly such portion thereof as the Trustee deems advisable.

7.5 Application of Payments. With respect to all payments of income and principal from the trusts established hereunder to a minor, to a person (including me) under legal disability, or to a person (including me) not adjudged incompetent but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee, unable to properly administer such amounts, the Trustee may retain all or part of such income or principal and distribute all or part of such income or principal for the suitable support, care and maintenance of such person: (1) directly to such person; (2) to the legally-appointed guardian or conservator of such person; (3) to a

custodian under any Uniform Gifts to Minors Act where permitted by law; (4) to some person or persons having the care of such person for his or her suitable support, maintenance, welfare and education; or (5) by direct application of such amounts for the suitable support, maintenance, welfare and education of such person, as the Trustee deems advisable.

7.6 Corporate Merger. If a Trustee merges or consolidates, the entity formed by such merger or consolidation shall act as Trustee and shall possess and exercise all powers and authority herein provided.

7.7 Exculpatory. No successor Trustee shall be liable for any act or failure to act of any predecessor Trustee. With the approval of the person making the appointment of the Trustee, the successor Trustee shall not be required to review the accounts, acts or omissions of predecessor trustees or to take action against predecessor trustees for breaches of trust and may accept whatever assets are turned over without further inquiry.

7.8 Construction. This Agreement, all trusts established hereunder and all other matters shall be constructed under and regulated by Michigan law. The validity of this Agreement and all trusts established hereunder shall be determined by Michigan law.

7.9 Captions. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way limiting or amplifying the terms and provisions hereof.

7.10 Severability. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall have full force and effect.

7.11 Notices. All notices required or permitted hereunder shall be in writing and sent by ordinary mail to the recipient at such address as may be specified from time to time.

7.12 Reduction or Release of Powers. I give to the Trustee the power to release or renounce any power, privilege or right (including this power) or the power to reduce the scope and extent of any power, privilege or right (including this power). If there is more than one Trustee of this Trust, this power may be exercised by any one Trustee individually or by all of the Trustees collectively.

7.13 Tax Elections. The Trustee shall have the power to select tax years and make, or refrain from making, all other decisions and elections permitted under any applicable income, estate or inheritance tax law, without regard to the effect thereof, if any, on any beneficiary of this Trust and, if any such decision or election shall be made, to apportion or refrain from apportioning the consequences thereof among

the respective interests of the beneficiaries of this Trust, all in such manner as the Trustee shall deem appropriate.

7.14 Certificate of Trust Existence and Authority. The Trustee may, at any time, record, file or deliver a Certificate of Trust Existence and Authority with or to any clerk, register of deeds, transfer agent or other similar agency or office or to any person dealing with the Trustee. Such Certificate shall contain a verbatim synopsis of certain provisions of this Agreement and shall be signed and acknowledged by the corporate Trustee. Any purchaser or person dealing with the Trustee shall be entitled to rely on such Certificate as a full statement of the provisions of this Agreement which are pertinent to the particular transaction. Machine copies of the executed Certificate shall have the same effect and authority as the executed Certificate.

7.15 Termination of Trusts. Notwithstanding any other provision of this Agreement, no interest created pursuant to this Agreement shall continue to remain contingent or continue beyond the time at which its contingency or continued existence would violate the Rule Against Perpetuities. Upon the expiration of either of these periods, any such interest shall terminate and the assets thereof shall be distributed outright in equal shares to the last known income beneficiaries thereof.

7.16 Exercise of Rights. All rights (such as a revocation, amendment, withdrawal, release, appointment of trustee, disclaimer, renunciation, removal of trustee, lifetime powers of appointment, instructions and approval) exercisable by me or any beneficiary shall be exercised by delivery to the Trustee (or if there is a corporate Trustee and other Trustees, to the corporate Trustee) of a writing, signed and acknowledged by the person (including me) exercising such right. All notices, certificates and other communications permitted or required hereunder shall be in writing.

7.17 Books and Records. If a corporate Trustee is serving, all records, inventories and accountings required for the administration of this Trust shall be prepared by the corporate Trustee, and the corporate Trustee shall be responsible for the care and safekeeping of all Trust monies, documents, titles and securities. All notices, objections, withdrawals and other communications shall be served on and received by the corporate Trustee. The individual Trustee(s), if any are serving, shall be relieved of all liability and responsibility, for the duties delegated to the corporate Trustee by this paragraph.

7.18 Business Interests. I leave to the discretion of the Trustee the retention, continuance, sale, liquidation or other disposition of any business or business interest, partnership, corporate or otherwise, which may become an asset of this Trust. The Trustee may take all steps the Trustee deems necessary or advisable in connection with any business or business interest and shall be exempt from any liability for any loss whatsoever for its acts or decisions in good faith relative thereto.

The Trustee or any affiliate is authorized to lend money or to borrow money for such business or business interests or to or for any corporation representing the same and to vote the shares of stock in any such corporation as the Trustee may in good faith determine to be reasonable.

7.19 Majority Vote. If there are three or more Trustees eligible to participate with respect to the exercise of any power, decisions or other matters involving the administration, operation, payment or distribution of this Trust, and such Trustees are unable to agree unanimously with respect thereto, then the will of the majority of the Trustees of this Trust then serving who are eligible to participate shall govern. Any Trustee voting against the decision of the majority shall be relieved of all liability and responsibility arising out of or in which is a consequence of the will of the majority.

ARTICLE VIII ACCOUNTING

The Trustee shall keep a true account of all the affairs pertaining to the Trust or any division thereof, and shall render annually, or as soon thereafter as reasonably practicable an annual accounting statement showing all receipts, disbursements and distributions for the preceding year, together with a statement of all of the property then in the Trustee's possession belonging to the Trust.

Upon termination of any Trust, the Trustee shall render a final accounting statement showing all receipts, disbursements and distributions since the last previous statement, together with a statement of all of the property then in the Trustee's possession and belonging to the Trust

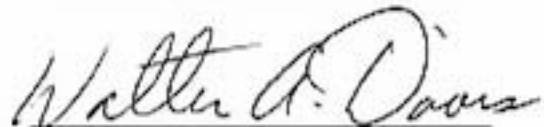
ARTICLE IX REGISTRATION

If permitted by law, this Trust shall be exempt from registration.

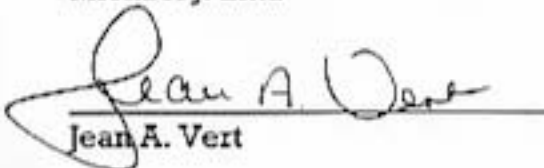
IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 14th day of September, 2001.



Michael J. Zitta



WALTER A. DAVIS,
Settlor and Trustee



Jean A. Vert

STATE OF MICHIGAN)
) ss
COUNTY OF OTTAWA)

On this 14th day of September, 2001, before me personally appeared Walter Davis, who being duly sworn, says that he has read the foregoing Agreement by him signed as Settlor and as Trustee and knows the contents thereof and agrees to the conditions and terms therein.



Michael J. Zitta, Notary Public
Ottawa County, Michigan
My commission expires: 10-04-2005

Drafted by:
Michael J. Zitta
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