

STATE OF MICHIGAN  
WAYNE COUNTY PROBATE COURT

In the Matter of WENDY M. COPE  
SPECIAL NEEDS TRUST

File No. 2008-736614-TV

Hon. Freddie G. Burton, Jr.

JAMES C. McCANN (P39311)  
Successor Trustee  
32437 Five Mile Rd.  
Livonia, MI 48154  
(734) 421-7333

CHALGIAN & TRIPP LAW OFFICES PLLC  
John D. Mabley (P23228)  
Attorneys for Wendy M. Cope Foundation  
26211 Central Park Blvd. Suite 200  
Southfield, MI 48076  
(248) 799-2711

KATHRYN BARRON (45363)  
State Public Administrator  
Michigan Dept. Of Attorney General  
PO Box 30755  
Lansing, MI 48909  
(517) 335-4004

**ORDER**  
**APPROVING SETTLEMENT AGREEMENT AND**  
**INSTRUCTING SUCCESSOR TRUSTEE OF THE WENDY M.COPE**  
**SPECIAL NEEDS TRUST DATED SEPTEMBER 20, 2008**  
**AND 1<sup>st</sup> and 2<sup>nd</sup> AMENDMENTS**

At a session of the Court held in the  
Wayne County Probate Court, in  
the City of Detroit, County of Wayne, State  
of Michigan, on: \_\_\_\_\_, 2021

PRESENT: **FREDDIE G. BURTON, JR.**  
JUDGE OF PROBATE

The Court having heard the Petition for Instructions in connection with the administration of the Wendy M. Cope Special Needs Trust dated September 20, 2008 and 1<sup>st</sup> and 2<sup>nd</sup> Amendments, and having reviewed the Settlement Agreement of the parties resolving the issues raised in the Petition for Instructions:

**IT IS HEREBY ORDERED** that the Settlement Agreement of the Parties, a copy of which is attached to this Order, is approved;

**IT IS FURTHER ORDERED** that James C. McCann, Successor Trustee is authorized to execute the attached Settlement Agreement and the two Exhibits to the Agreement, as Trustee of the Wendy M. Cope Special Needs Trust;

**IT IS FURTHER ORDERED** that upon execution of the Settlement Agreement and Exhibits, James C. McCann is authorized and directed to transfer the sum of \$1,200,000.00 from the Wendy M. Cope Special Needs Trust to the Community Foundation for Southeast Michigan to establish the funds described in the Exhibits to the Settlement Agreement.

JUN 16 2021

Freddie G. Burton Jr.  
HON. FREDDIE G. BURTON JR.  
Probate Court Judge

APPROVED AS TO FORM AND CONTENT:

James C. McCann / per auth.  
JAMES C. McCANN (P39311)  
Successor Trustee

John D. Mabley  
JOHN D. MABLEY (P23228)  
Attorney for Wendy Cope Foundation

Kathryn Barron / per auth.  
KATHRYN BARRON (P45363)  
State Public Administrator

## **WENDY M. COPE SPECIAL NEEDS TRUST SETTLEMENT AGREEMENT**

This settlement agreement is made between JAMES C. McCANN, Successor Trustee of the Wendy Cope Special Needs Trust; KATHARYN BARRON, Assistant Attorney General on behalf of the State of Michigan, an interested party; MARY ELIZABETH BROWN, a residuary beneficiary and interested party; THOMAS J. THOMPSON, a residuary beneficiary and interested party; SUSAN K. YOVANOVICH, a residuary beneficiary and interested party; and the WENDY M. COPE FOUNDATION, a residuary beneficiary and interested party, by Mary Elizabeth Brown, as president of the Foundation.

In consideration of the mutual promises and obligations of the parties, it is agreed:

1. Mary Elizabeth Brown, Thomas J. Thompson and Susan K. Yovanovich agree that they shall receive no distributions from the Wendy M. Cope Special Needs Trust, and that all remaining trust funds shall be distributed to the Community Foundation for Southeast Michigan to be administered as provided below.
2. After payment of final expenses and fees, the residue of the Trust shall be distributed to the Community Foundation for Southeast Michigan to be allocated as follows:
  - a) The sum of Four Hundred Thousand Dollars (\$400,000.00) shall be placed in the Wendy Marie Cope Fund of the Community Foundations for Southeast Michigan a Donor-Advised Non-endowed fund for purposes of supporting special needs charities and entities qualified under Section 501(c)(3) of the Internal Revenue Service and addressing special needs in Southeast Michigan in accordance with the terms and conditions of a fund agreement in the form attached hereto as Exhibit A. Mary Elizabeth Brown, as Advisor, shall have the ability to recommend grants to the Board of the Community Foundation for Southeast Michigan to special needs charities and organizations that provide services to, or support, special needs individuals in Southeast Michigan. In the event Mary Elizabeth Brown is no longer able or willing to serve as advisor of the Fund, Mallory L. McMillan shall become the Advisor to the fund. The Advisor or the Successor Advisor may not recommend a grant to a nonprofit organization to which any of Mary Elizabeth Brown, Thomas J. Thompson, or Susan K. Yovanovich serves as a board member or by which any of Mary Elizabeth Brown, Thomas J. Thompson, or Susan K. Yovanovich are employed. Upon the death or inability to act of both Mary Elizabeth Brown and Mallory L. McMillan, if there are funds remaining in the Donor-Advised Fund, they shall be added to the Wendy Marie Cope Memorial Fund of the Community Foundation for Southeast Michigan, described in the following paragraph.
  - b) Subject to the foregoing, the remaining assets of the Wendy M. Cope Special

Needs Trust shall be allocated to Wendy Marie Cope Memorial Fund of the Community Foundation for Southeast Michigan, an endowed fund at the Community Foundation for Southeast Michigan, in accordance with the terms and conditions of a fund agreement in the form attached hereto as Exhibit B, to support the following charities and organizations that provide services to special needs individuals:

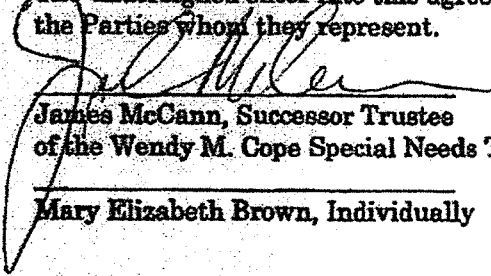
- i) 25% to the ARC GPHW (Grosse Pointe-Harper Woods) Grosse Pointe Woods, Michigan;
- ii) 30% to the Fowler Center, Mayville, Michigan;
- iii) 20% to Lakeshore Foundation for the Developmentally Challenged, Grosse Pointe, Michigan;
- iv) 25% to Full Circle Foundation, Grosse Pointe Park, Michigan.

In the event any of these organizations, cease to exist or do not have status under Section 501(c)(3) of the Internal Revenue Service, the distribution to such organization shall lapse and shall be reallocated proportionately among the remaining organizations as set forth above

- 3. Upon distribution and allowance of his final account, James C. McCann shall be discharged as Successor Trustee, and the court file shall be closed.
- 4. *Voluntary Act.* The Parties represent that they have had adequate time to review the terms of this Agreement, that they have discussed the Agreement with their own attorneys, that they understand all of its provisions, and that they are freely and voluntarily entering into this Agreement.
- 5. *Entire Agreement.* This document contains the entire agreement between the Parties, and its terms are intended to be contractual and not merely a recital. This documents supersedes all prior agreements or negotiations in this regard and to the extent it is inconsistent with the Agreement establishing the Trust, this document controls and supersedes and overrides such Agreement. This document may be modified only by a separate written document that specifically references this document and is signed by all the parties referenced in this document.
- 6. *No Admission of Liability.* The Parties agree that the execution of this settlement agreement shall not be construed as an admission by any party of any act of wrongdoing or any liability of any kind, all liability and wrongdoing being expressly denied.
- 7. *Misc.* Any provision of this document which is determined to be invalid or unenforceable for any reason shall not affect the remaining provisions of this

document unless removal of the invalid or unenforceable provision would substantially defeat the basic purpose of this document. To the extent a court is able, any provision which is determined to be invalid or unenforceable as written, may be modified, but only to the extent necessary to make such provision valid and enforceable.

The undersigned enter into this agreement knowingly and voluntarily on behalf of the Parties whom they represent.

  
James McCann, Successor Trustee  
of the Wendy M. Cope Special Needs Trust

5-4-21  
Date Signed

\_\_\_\_\_  
Mary Elizabeth Brown, Individually

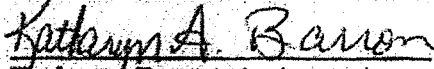
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Thomas J. Thompson, Individually

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Susan K. Yovanovich, Individually

\_\_\_\_\_  
Date Signed

  
Kathryn Barton, Assistant Attorney  
General on behalf of the State of Michigan

5-4-21  
Date Signed

\_\_\_\_\_  
Mary Elizabeth Brown as President of  
the Wendy M. Cope Foundation

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
John D. Mabley as attorney for  
the Wendy M. Cope Foundation

\_\_\_\_\_  
Date Signed

document unless removal of the invalid or unenforceable provision would substantially defeat the basic purpose of this document. To the extent a court is able, any provision which is determined to be invalid or unenforceable as written, may be modified, but only to the extent necessary to make such provision valid and enforceable.

The undersigned enter into this agreement knowingly and voluntarily on behalf of the Parties whom they represent.

James McCann, Successor Trustee  
of the Wendy M. Cope Special Needs Trust

Mary Elizabeth Brown, Individually

Thomas J. Thompson, Individually

Date Signed

5.9.21

Date Signed

05.12.21

Date Signed

Susan K. Yovanovich, Individually

Date Signed

Katharyn Barton, Assistant Attorney  
General on behalf of the State of Michigan

Date Signed

Mary Elizabeth Brown as President of  
the Wendy M. Cope Foundation

Date Signed

John D. Mabley as attorney for  
the Wendy M. Cope Foundation

5/9/2021

Date Signed

document unless removal of the invalid or unenforceable provision would substantially defeat the basic purpose of this document. To the extent a court is able, any provision which is determined to be invalid or unenforceable as written, may be modified, but only to the extent necessary to make such provision valid and enforceable.

The undersigned enter into this agreement knowingly and voluntarily on behalf of the Parties whom they represent.

\_\_\_\_\_  
James McCann, Successor Trustee  
of the Wendy M. Cope Special Needs Trust

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Mary Elizabeth Brown, Individually

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Thomas J. Thompson, Individually

\_\_\_\_\_  
Date Signed

Susan K. Yovanovich  
Susan K. Yovanovich, Individually

6.7.21  
Date Signed

\_\_\_\_\_  
Katharyn Barton, Assistant Attorney  
General on behalf of the State of Michigan

\_\_\_\_\_  
Date Signed

Mary Elizabeth Brown  
Mary Elizabeth Brown as President of  
the Wendy M. Cope Foundation

6.7.21  
Date Signed

\_\_\_\_\_  
John D. Mabley as attorney for  
the Wendy M. Cope Foundation

\_\_\_\_\_  
Date Signed

## EXHIBIT A

### AGREEMENT ESTABLISHING THE WENDY MARIE COPE FUND OF THE COMMUNITY FOUNDATION FOR SOUTHEAST MICHIGAN

**THIS AGREEMENT** made as of the \_\_\_\_ day of June, 2021, by and between James C. McCann, Successor Trustee of the Wendy Cope Special Needs Trust (the "Founder") and the Community Foundation for Southeast Michigan, a Michigan nonprofit corporation classified as a tax-exempt organization within Section 501(c) of the Internal Revenue Code of 1986, as amended (the "Foundation").

**WHEREAS**, the Founder desires to irrevocably establish at, and the Foundation is willing to hold and administer, a charitable fund to be known as the Wendy Marie Cope Fund (the "Fund"), it is hereby agreed as follows:

1. Purpose The purpose of the Fund is to support general charitable purposes with a restriction for the support of nonprofit organizations that serve individuals with intellectual and developmental disabilities in southeast Michigan.

2. Administration The Foundation shall hold and administer all property which the Founder or any other person or organization contributes to the Fund, all of said gifts being irrevocable, in accordance with the provisions of this Agreement and the provisions of the governing instruments and written policies of the Foundation and any future amendments or modifications thereof, all of which provisions and amendments are hereby incorporated by reference.

3. Distributions The Foundation shall distribute so much of the assets of the Fund as the Foundation deems appropriate, in accordance with investment and distribution policies adopted by the Foundation and amended from time to time, to such charitable organizations or for such charitable purposes as the Foundation deems appropriate. All such payments shall be made at such times, in such proportions and for such general or specific charitable purposes as the Foundation deems appropriate.

4. Non-Endowed and Endowed Fund Subject to paragraph 3 hereof, the Fund shall be held as a non-endowed fund and invested and administered in accordance with the investment and other policies applicable to non-endowed funds adopted by the Foundation and amended from time to time. Subject to paragraph 3, at such time that there are no Advisors able or willing to serve, any remaining assets in the Fund shall be transferred to the Wendy Marie Cope Memorial Fund of the Community Foundation for Southeast Michigan and shall be held as an endowment fund and invested and administered in accordance with the investment and other policies applicable to endowment funds adopted by the Foundation from time to time. The Founder understands and acknowledges that under the current policies of the Foundation the amount available to grant from the Fund when it becomes an endowment fund is determined annually by the Board of Trustees of the Foundation.

5. Advisors Mary Elizabeth Brown shall serve as the Advisor to the Fund until her death, incapacity, or resignation. In the event Mary Elizabeth Brown becomes unable or unwilling to serve, Mallory L. McMillan will serve as Successor Advisor to the Fund until her death, incapacity, or resignation. The Advisors shall serve in an advisory capacity only, in accordance with the policies established by the Foundation for Donor Advised Funds from time to time. The Advisors may recommend grants in accordance with the policies established by the Foundation for Donor Advised Funds and subject to the



following provision of the Settlement Agreement dated May 4, 2021, 2021, in the matter of Wendy M. Cope, Wayne County Probate Court, Case No. 2008-736614-TV: the Advisor or the Successor Advisor may not recommend a grant to a nonprofit organization on which any of Mary Elizabeth Brown, Thomas J. Thompson, or Susan J. Yovanovich serves as a board member or by which any of Mary Elizabeth Brown, Thomas J. Thompson, or Susan J. Yovanovich is employed.

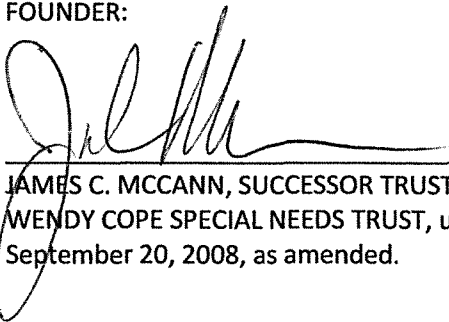
6. Commingling The Foundation may commingle the assets of the Fund with the assets of any other fund or funds which the Foundation holds and administers, provided that the separate identity of the Fund, and the distributions therefrom, are at all times maintained.

7. Not a Trust The parties acknowledge that a trust is not created by this Agreement; however, the Foundation shall administer the Fund in accordance with its charitable purposes. This writing constitutes the entire agreement of the parties with respect to the subject matter of this Agreement.

8. Variance Power The Founder understands and acknowledges that the Foundation has the duty and power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if, in the judgment of its Board of Trustees, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community the Foundation serves as provided by the provisions of the governing instruments and written policies of the Foundation and any future amendments or modifications thereof, all of which provisions and amendments are hereby incorporated by reference.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date written above.

FOUNDER:

  
\_\_\_\_\_  
JAMES C. MCCANN, SUCCESSOR TRUSTEE,  
WENDY COPE SPECIAL NEEDS TRUST, u/a/d  
September 20, 2008, as amended.

COMMUNITY FOUNDATION FOR  
SOUTHEAST MICHIGAN:

\_\_\_\_\_  
MARIAM C. NOLAND, PRESIDENT

## EXHIBIT B

### AGREEMENT ESTABLISHING THE WENDY MARIE COPE MEMORIAL FUND OF THE COMMUNITY FOUNDATION FOR SOUTHEAST MICHIGAN

**THIS AGREEMENT** made as of the \_\_\_\_ day of June, 2021, by and between James C. McCann, Successor Trustee of the Wendy Cope Special Needs Trust (the "Founder") and the Community Foundation for Southeast Michigan, a Michigan nonprofit corporation classified as a tax-exempt organization within Section 501(c) of the Internal Revenue Code of 1986, as amended (the "Foundation").

**WHEREAS**, the Founder desires to irrevocably establish at, and the Foundation is willing to hold and administer, a charitable fund to be known as the Wendy Marie Cope Memorial Fund (the "Fund"), it is hereby agreed as follows:

1. Purpose The purpose of the Fund is to provide general charitable support to the following charitable organizations in equal amounts:

- The Arc GPHW (Grosse Pointe-Harper Woods), Grosse Pointe Woods, Michigan
- The Fowler Center, Mayville, Michigan
- Lakeshore Foundation for the Developmentally Challenged, Grosse Pointe, Michigan
- Full Circle Foundation, Grosse Pointe Park, Michigan

If the event any of such organizations cease to exist or do not have status under Section 501(c)(3) of the Internal Revenue Service, the distribution to such organization shall lapse and shall be reallocated proportionately among the remaining specified organizations as set forth above.

2. Administration The Foundation shall hold and administer all property which the Founders or any other person or organization contributes to the Fund, all of said gifts being irrevocable, in accordance with the provisions of this Agreement and the provisions of the governing instruments and written policies of the Foundation and any future amendments or modifications thereof, all of which provisions and amendments are hereby incorporated by reference.

3. Distributions The Foundation shall distribute so much of the assets of the Fund as the Foundation deems appropriate, in accordance with investment and distribution policies adopted by the Foundation and amended from time to time, in furtherance of the charitable purposes set forth above. All such payments shall be made at such times, in such proportions and for such general or specific charitable purposes included within the purposes set forth above, as the Foundation deems appropriate.

4. Endowment Fund Subject to paragraph 3 hereof, the Fund shall be held as an endowment fund and invested and administered in accordance with the investment and other policies applicable to endowment funds adopted by the Foundation and amended from time to time. The Founders understand and acknowledge that under the current policies of the Foundation the amount available to grant from an endowment fund is determined annually by the Board of Trustees of the Foundation.

5. Commingling The Foundation may commingle the assets of the Fund with the assets of any other fund or funds which the Foundation holds and administers, provided that the separate identity of the Fund, and the distributions therefrom, are at all times maintained.

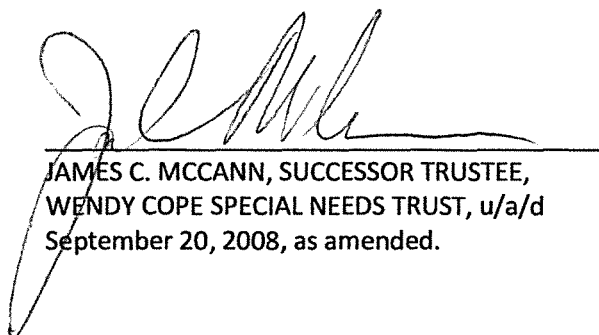
6. Not a Trust The parties acknowledge that a trust is not created by this Agreement; however, the Foundation shall administer the Fund in accordance with its charitable purposes. This writing constitutes the entire agreement of the parties with respect to the subject matter of the Agreement.

7. Variance Power The Founders understand and acknowledge that the Foundation has the duty and power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if, in the judgment of its Board of Trustees, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community the Foundation serves, as provided by the provisions of the governing instruments and written policies of the Foundation and any future amendments or modifications thereof, all of which provisions and amendments are hereby incorporated by reference.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date written above.

FOUNDER:

COMMUNITY FOUNDATION FOR  
SOUTHEAST MICHIGAN:



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JAMES C. MCCANN, SUCCESSOR TRUSTEE,  
WENDY COPE SPECIAL NEEDS TRUST, u/a/d  
September 20, 2008, as amended.

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MARIAM C. NOLAND, PRESIDENT