



October 11, 2023 Testimony of Cynthia Mifsud daughter of "ward" Betty Hayes concerning bills HB 4909, HB4910, HB4911, HB4912, and HB5047

Anxiety, panic attacks, and health issues are a new normal for me after my precious 89 year old Mother was put into a guardianship and isolated for over 14 months. For 14 months I cried myself to sleep, woke up in the middle of the night unable to catch my breath, that is if I was even able to fall asleep as most nights that did not happen. Saying I have been terrorized by Wayne County Probate Court is an understatement. I have been threatened with arrest, sanctions, and fines for fighting for my Mother. I have been told by guardian ad litem Melinda Cameron I will never see my Mother again and I need to accept that. Melinda Cameron never visited my home and refused to speak to me or my brothers even though she is supposed to be impartial and conduct an investigation. These court appointed attorneys who are profiting off my Mothers suffering have accused me of theft from my own mother with zero proof. Not only am I innocent of their absurd accusations I gave my parents \$120,000 Cashiers check to purchase the home in 1999 I am accused of keeping the proceeds for. I took my parents to Maui 4 times with my family and many other vacations. My parents lived with me after they were both diagnosed with dementia, Dad for 6 months until he passed and Mom for over two years. I did not charge anything for them to live with me nor for the care I gave 24 hours a day. I did it because I loved them both and would do anything for them. We built a Mother in law suite in our home to accommodate my Mother's walk in bathtub she wanted to bring. We did not put an addition onto our home; we used our existing family room and garage.

Probate Judge Freddie Burton Jr. Ignored my Mother was kidnapped by her granddaughter who refused to return her. Ignored her granddaughter, had my Mother sign a revocation of my power of attorney that she drafted and notarized. Ignored her granddaughter taking her to her bank and attempting to access her Trust. Ignored her granddaughter cashing her social security check and pension checks. Ignored, she committed perjury in his courtroom. Ignored the neglectful care that put my Mother in the hospital with sepsis not once but twice. I cannot tell you how much pain and suffering the guardianship of my Mother has caused me and my family because I cannot put into words how absolutely this has devastated our Mother and our family.

I have over \$200,000 in legal fees and have to pay \$100 for transportation to see my Mother once a week as I am not even allowed to transport her. Judge Freddie Burton Jr. has ordered me to pay my Mothers Trust \$235,000. \$147,908.25 for her house that was sold and funds already deposited into her account. Judge Burton does not believe a canceled check, deposit slip, or bank statement are sufficient proof funds were deposited into my Mothers Trust. He wants me to pay back the Trust for caregivers as he doesn't believe signed affidavits by caregivers are proof enough they were paid or the communications that were submitted as evidence.

There are no words to describe the last 2 1/2 years of complete terror we have lived. Michigan must do better to protect our most vulnerable and their families. Probate Court in my opinion exploits our most vulnerable, profits off them and vilifies their families. I was ordered to give the guardian my Mothers Trust, annuities, and savings a total of \$275,000 that they are quickly pillaging. To know these crimes are happening and do nothing is to be complicit and just as guilty. Betty Hayes deserves Justice and deserves to have her wishes from her estate plan from 2013 when she was of sound mind honored. Durable power of attorney and a protected Trust should have been enough to escape the horrors of Probate Court.

Cynthia Mifsud



313-414-2391

Cynthia_mifsud@hotmail.com

STATE OF MICHIGAN
IN THE PROBATE COURT FOR THE COUNTY OF WAYNE

In the Matter of

Betty Hayes, a protected individual

Case No. 2021-865509-CA
Hon. Freddie G. Burton, Jr.

ORDER

At a session of the above Court
held in the Coleman A. Young Municipal Center,
City of Detroit, County of Wayne, State of Michigan on

PRESENT: HONORABLE Freddie G. Burton, Jr.
Chief Judge of Probate

This matter is before the Court on three petitions: 1) a petition to allow first, second and third accounts for the period between December 15, 2018, to May 17, 2021, filed by the attorney for Cynthia Mifsud, the former attorney-in-fact and daughter of Betty Hayes; 2) a petition to modify guardianship filed by the attorney for Rachel Greenshields and Karen Caldwell and a competing petition for guardianship filed by Randy Hayes, the son of Betty Hayes; and 3) a petition authorizing new placement or alternatively modify guardianship filed by the guardian of Betty Hayes, Family Options Services, Inc.; the Court having held a hearing on February 14, 2023 and being otherwise fully advised;

IT IS ORDERED that for the reasons set forth in the opinion, the first accounting is GRANTED in part and DENIED as to \$47,922.70 of expenses;

IT IS FURTHER ORDERED that for the reasons set forth in the opinion, the second accounting is GRANTED in part and DENIED as to \$23,081.48 in expenses;

IT IS FURTHER ORDERED that for the reasons set forth in the opinion, the third accounting is GRANTED in part and DENIED as to \$14,852.60 in expenses:

IT IS FURTHER ORDERED that for the reasons set forth on the record at the February 14, 2023, hearing, the petition authorizing new placement or alternatively modify guardianship is DENIED:

IT IS FURTHER ORDERED that for the reasons set forth on the record at the hearing, the competing petitions to modify the guardianship are DENIED;

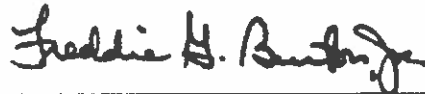
IT IS FURTHER ORDERED that the proceeds from the sale Betty Hayes' house shall be returned to Betty Hayes:

IT IS FURTHER ORDERED that the attorney fees in the petition to allow accounts are DENIED:

This is not a final order, and this case remains open.

6-1-23

Date



Hon. Freddie G. Burton, Jr.
Chief Judge of Probate

FIRST
GENERAL
FIELD
AGENCY INC.
OF MICHIGAN

14001 Farmington Road, Suite 100
Livonia, Michigan 48154
734-425-3715

Fifth Third Bank
33249 Plymouth Road
Livonia, MI 48150

ESCROW ACCOUNT 7

995387

06/25/2020

GEN12783

PAY One Hundred Forty Six Thousand Nine Hundred Eight and 25/100

AMOUNT

\$146,908.25

NEGOTIABLE ONLY AS PER DEPOSIT AND CHECK ONLY
VOID AFTER 60 DAYS

Betty J Hayes
6602 Parkway Cir
Dearborn Heights, MI 48127

[Handwritten Signature]

MEMO

1000 Michigan St

⑆995387⑆ ⑆072405155⑆ 7914545947⑆

Security Features Included Details on back

FIRS. CENTENNIAL TITLE AGENCY, INC.
OF MID-AMERICA
14891 Farmington Road, Suite 100
Livonia, Michigan 48154
(734) 425-1776

Fifth Third Bank
33246 Plymouth Road
Livonia, MI 48150

995387

ESCROW ACCOUNT 7

06/25/2020

File: cen127483

Betty J Hayes
31036 Marquette St., Garden City, MI 48135

\$146,908.25

P03 Proceeds of Sale

\$146,908.25



SOLD House Proceeds
146,908.25
- 1,500.00 CASH WITHDRAWAL

145,408.25


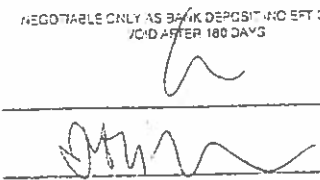
070
3 MILE/FARMINGTON (708)
33543 8 MILE ROAD
LIVONIA, MI, 48152
Cashbox 04

Business Date JUN 26, 2020
Calendar Date JUN 26, 2020

Deposit 15:13
Transaction Number 00304
Account Type Checking/Savings
Account Number
Transaction Amount \$ 146,908.25
Check Amount \$ 146,908.25
Cash Back Amount \$ 1,500.00

This deposit or payment is accepted subject to the conditions and to the rules and regulations of this bank. Deposits may not be available for immediate withdrawal. Receipt should be held until verified with your statement.

FOR MORE INFORMATION AND EXAMPLES OF DEPOSITS BECOME AVAILABLE, GO TO WWW.PNC.COM/BANKWISE

 FIRST CENTENNIAL TITLE AGENCY INC. OF MID-AMERICA		14891 Farmington Road, Suite 100 Livonia, Michigan 48154 (734) 425-1776	First Title Bank 33248 Plymouth Road Livonia, MI 48150	995387 6/25/2020 ESCROW ACCOUNT 7
GEN127483				
PAY <i>One Hundred Forty Six Thousand Nine Hundred Eight and 25/100</i>		AMOUNT 5146,908.25		
TO THE ORDER OF Betty J Hayes 6602 Parkway Cir Dearborn Heights, MI 48127		NEGOTIABLE ONLY AS BANK DEPOSIT (NO EFT OR ACH) VOID AFTER 180 DAYS		
MEMO 71036 Marquette St.				
⑆995387⑆ ⑆072403455⑆ 7914545947⑆				

20200626 000200070400 07000708004 00200626 000200070400 07000708004	<i>For deposit only</i>
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Posting Date	2020 Jun 26
DB/CR Indicator	Debit
Amount	\$146,908.25
Posting Check Number	995387
Posting Account Number	7914545947
Posting Seq Number	71034492
Tran Code	0
ABA/RT Number	7240545

Performance Checking Statement

For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

For the period **06/16/2020 to 07/15/2020**
WILLIS C HAYES
 Primary account number: 42-3719-1974
 Page 2 of 5

Cyber Security Awareness

Do you know what to do if you receive a fraudulent email, text or phone call that appears to come from PNC? Forward the message to PNC abuse@pnc.com. If you responded to a fraudulent text or email, clicked on a link, opened an attachment and/or disclosed personal information, immediately change your online banking password, using another device if possible. Then contact PNC Bank's Online Banking Team at 1-800-762-2035, select 1 for personal account or 2 for a business account, then select option 3.

Performance Checking Interest Checking Account Summary

WILLIS C HAYES
 BETTY J HAYES ITF
 BETTY HAYES TRUST

Account number: 42-3719-1974

Overdraft Protection has not been established for this account.

Please contact us if you would like to set up this service.

Overdraft Coverage - Your account is currently **Opted-Out**.

You or your joint owner may revoke your opt-in or opt-out choice at any time.

To learn more about PNC Overdraft Solutions visit us online at pnc.com/overdraftsolutions.

Call 1-877-588-3605, visit any branch, or Sign on to PNC Online Banking, and select the "Overdraft Solutions" link under the Account Services section to manage both your Overdraft Coverage and Overdraft Protection settings.

Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
62,685.49	147,084.15	5,126.12	204,643.52
		Average monthly balance	Charges and fees
		158,778.04	3.00

Transaction Summary

Checks paid/withdrawals	Debit Card POS signed transactions	Debit Card/Bankcard POS PIN transactions
2	2	3
Total ATM transactions	PNC Bank ATM transactions	Other Bank ATM transactions
0	0	0

Interest Summary

Annual Percentage Yield Earned (APYE)	Number of days in interest period	Average collected balance for APYE	Interest Earned this period
0.01%	30	144,247.24	1.19

As of 07/15, a total of **\$4.22** in interest was paid this year.

Activity Detail

Deposits and Other Additions

Date	Amount	Description
06/26	145,408.25	Deposit Reference No. 002070399 - house sold marq + ttc
07/02	1,626.00	Direct Deposit - Xxsoc Sec. SSA Treas \$10 XXXXX8064A
07/15	18.71	Deposit Reference No. 001649654
07/15	1.19	Interest Payment

There were 4 Deposits and Other Additions totaling **\$147,084.15**.

Checks and Substitute Checks

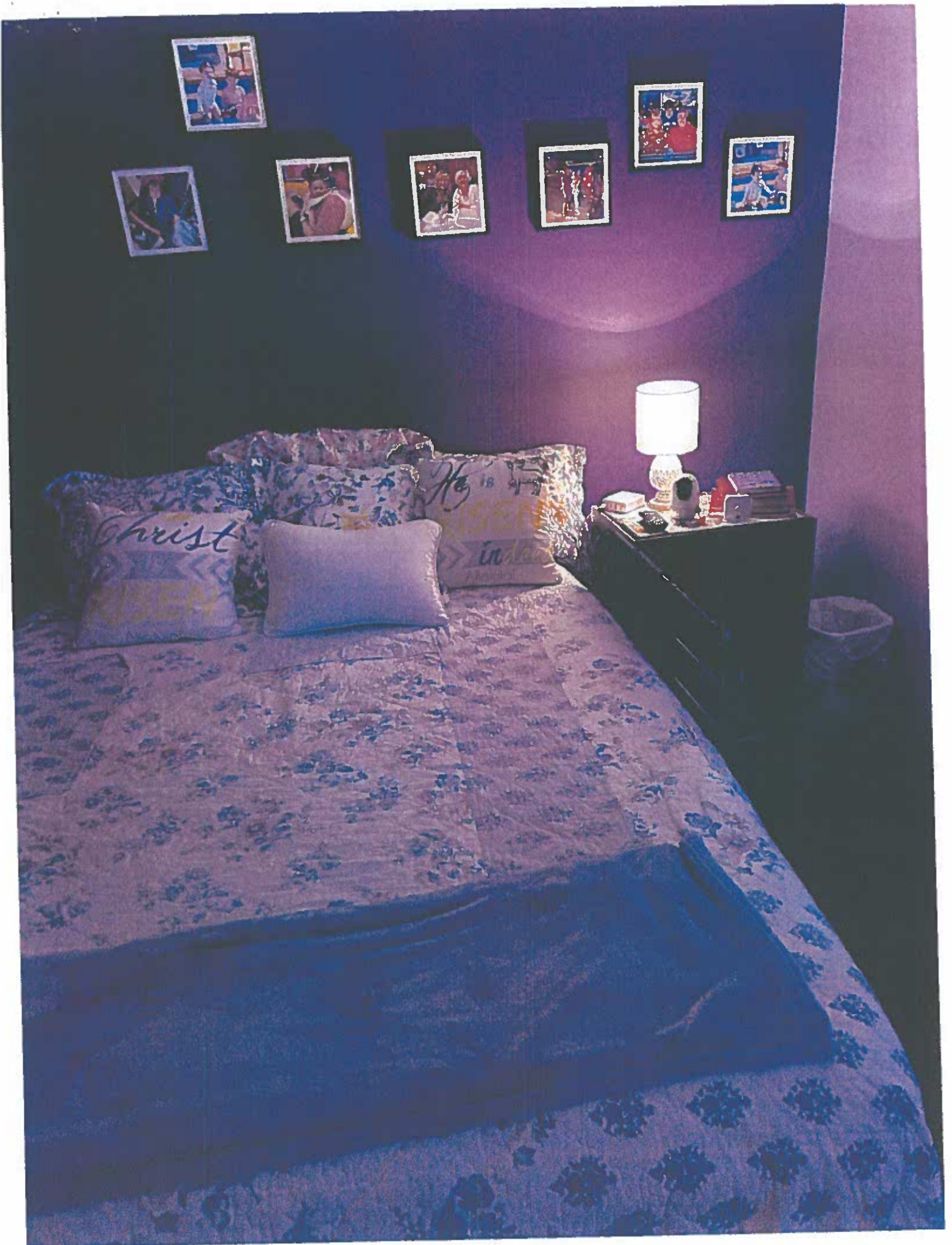
Check number	Amount	Date paid	Reference number
1049	44.00	06/29	096546609

There is 1 check listed totaling **\$44.00**.

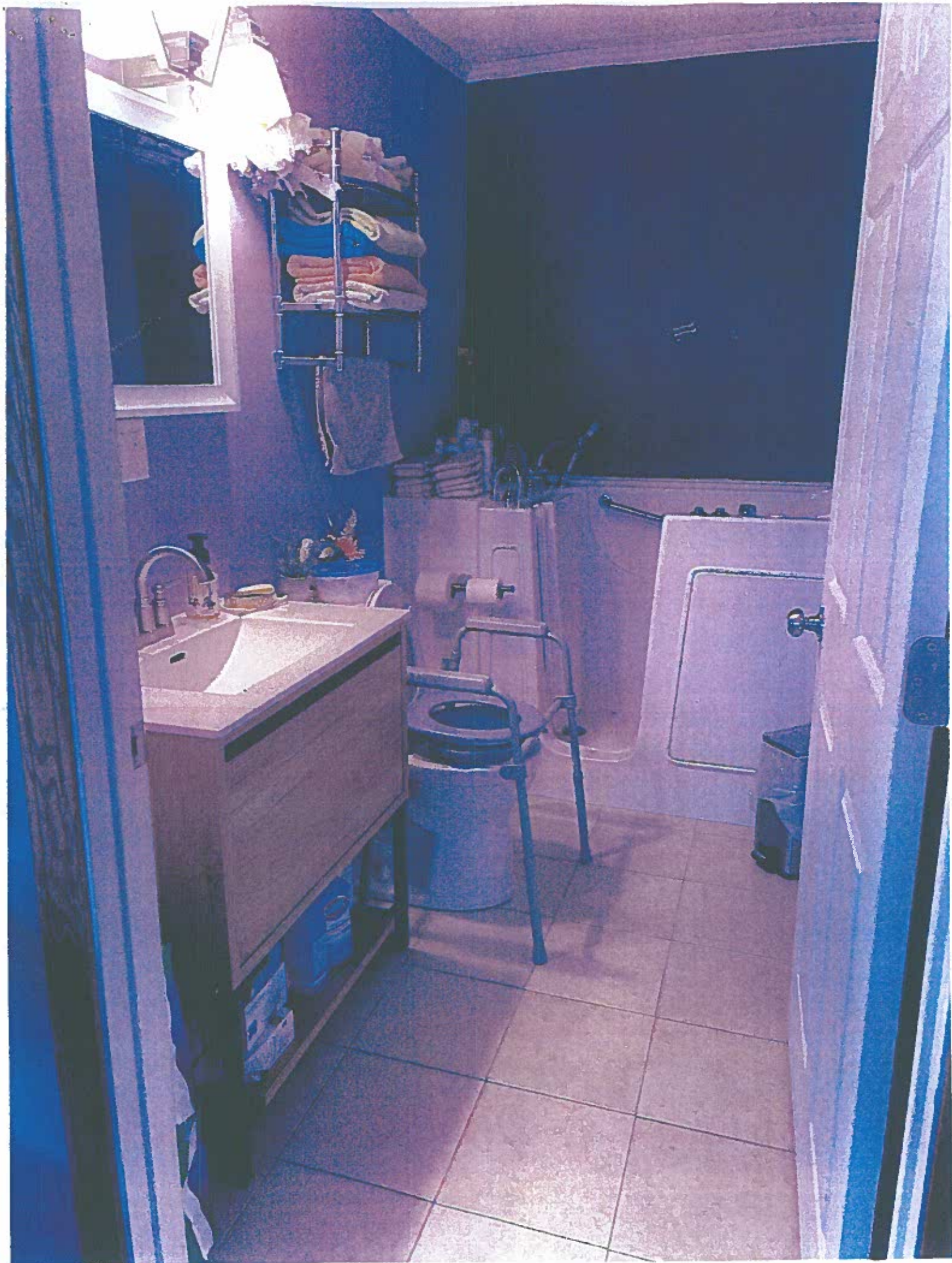
The GrandPad

In January 2019 we began the four month long process of building the GrandPad, an en-suite apartment within the Mifsud family home. We did not add onto our home but used our existing family room and took half of our garage. We had to knock down a brick wall and build up the garage floor to meet the interior floor of our family room. We had to put in a header, insulation, subfloor, drywall, flooring, painting, tile, etc. We also had to run plumbing, electrical, duct work, phone lines, cable lines etc. We built a kitchenette with cupboards, sink, microwave, stove, refrigerator etc. We added a handicapped bathroom with my Mom's walk in bathtub, sink, vanity, and toilet. We added a bedroom with an electrical adjustable bed. Living room area with new leather couch with two recliners that could recline fully. The kitchen had a small table and chairs also. It was a beautiful living area that they both enjoyed. We had to make modifications to the backyard as well because we have a fish pond and a swimming pool and did not want my father wandering off and falling in. We built a deck right off their kitchen and family room that had beautiful views of our fish pond and pool, we fenced it in with a yard of their own and built a privacy fence for them. Also built a large 3 tier outdoor planter for the flowers and garden my Dad loved to do. I've included some pictures to give you a visual of what it looks like.









DURABLE GENERAL POWER OF ATTORNEY

I, Betty J. Hayes, hereby appoint Cynthia A. Mifsud, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below. If Cynthia A. Mifsud is not available or unable to act, I designate Randy A. Hayes serve as my Agent to exercise the powers and discretions described below. If Randy A. Hayes is not available or unable to act, I designate Karen L. Caldwell to serve as my Agent to exercise the powers and discretions described below.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.
 - a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.
 - b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
 - c. Have access to any safe deposit box that I might own, including its contents.
2. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.
3. Purchase and/or maintain insurance and annuity contracts, including life insurance upon my life or the life of any other appropriate person.
4. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.
5. Enter into binding contracts on my behalf.
6. Exercise all stock rights on my behalf as my proxy, including all rights with

respect to stocks, bonds, debentures, commodities, options or other investments.

7. Maintain and/or operate any business that I may own.

8. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.

9. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.

10. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.

b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.

11. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving, to file state and federal gift tax returns, and to file a tax election to split gifts with my spouse, if any. However, my Agent shall be prohibited, except as specifically authorized in this instrument, from (a) gifting, appointing, assigning or designating any of my assets, interests or rights, directly or indirectly, to my Agent, my Agent's estate or creditors, or the creditors of my Agent's estate, (b) exercising any powers of appointment I may hold in favor of my Agent, my Agent's estate or creditors, or the creditors of my Agent's estate, or (c) using my assets to discharge any of my Agent's legal obligations, including any obligations of support which my Agent may owe to others, excluding those whom I am legally obligated to support.

12. Transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.

13. Subject to other provisions of this document, disclaim any interest which might otherwise be transferred or distributed to me from any other person, estate, trust, or

other entity, as may be appropriate. However, my Agent may not disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, but only if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated October 15, 2013

Betty J. Hayes
Betty J. Hayes

Witness Signature: Kevin Adams
Kevin Adams

Witness Signature: Courtney Adams
Courtney Adams

STATE OF MICHIGAN, COUNTY OF WAYNE, ss:

The foregoing instrument was acknowledged before me on October 15, 2013, by Betty J. Hayes, who is personally known to me.

Kevin W. Adams
Kevin W. Adams
Notary Public
Oakland County, Michigan
Acting in Wayne County, Michigan
My Commission Expires: 04/22/2014

Acknowledgement and Acceptance by Attorney-in-Fact

I have been appointed as attorney-in-fact for Betty J. Hayes, the principal, under a durable power of attorney dated October 15, 2013. By signing this document, I acknowledge that if and when I act as attorney-in-fact, all of the following apply:

- (a) Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.
- (b) I must take reasonable steps to follow the instructions of the principal.
- (c) Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal, to a guardian or conservator appointed on behalf of the principal upon the request of that guardian or conservator, or pursuant to judicial order.

- (d) I cannot make a gift from the principal's property, unless provided for in the durable power of attorney or by judicial order.
- (e) Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney-in-fact, shall not create an account or other asset in joint tenancy between the principal and me.
- (f) I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.
- (g) I may be liable for any damage or loss to the principal, and may be subject to any other available remedy, for breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.
- (h) I may be subject to civil or criminal penalties if I violate my duties to the principal.

Betty J. Hayes
 Betty J. Hayes
 Attorney in Fact

Date _____

Cynthia A. Mifsud
 Cynthia A. Mifsud
 Successor Attorney in Fact

Date _____

 Randy A. Hayes
 Second Successor Attorney in Fact

Date _____

DECLARATION
and
DESIGNATION OF ADVOCATE FOR HEALTH CARE DECISIONS

I. DECLARATION

Declaration made on October 15, 2013. I, Betty J. Hayes, being of sound mind, willfully and voluntarily make known my desires that my dying shall not be artificially prolonged under the circumstances set forth below, hereby declare:

A. LIFE-SUSTAINING PROCEDURES. If at any time I should have an incurable injury, disease, or illness certified to be a terminal condition or a permanently unconscious condition by two physicians who have personally examined me, one of whom shall be my attending physician, and the physicians have determined that my death will occur within a relatively short time, or that I will remain in a permanently unconscious condition, and where the application of life-sustaining procedures would serve only to artificially prolong the dying process, I direct that such procedures be withheld or withdrawn, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care.

B. NUTRITION AND HYDRATION. If I have a condition stated above, it is my preference NOT TO RECEIVE artificially administered nutrition and hydration (food and fluids), except as deemed necessary to provide me with comfort care.

II. DESIGNATION OF ADVOCATE FOR HEALTH CARE DECISIONS

A. DESIGNATION OF PATIENT ADVOCATE. I, Betty J. Hayes, appoint Cynthia A. Mifsud, as my Patient Advocate to make health care and personal decisions for me if I become unable to make such decisions for myself, except to the extent I state otherwise in this document.

B. GENERAL STATEMENT OF AUTHORITY GRANTED. Subject to any limitations in this document, when I am unable to participate in medical treatment decisions, I grant my Patient Advocate full power and authority to make care, custody, and medical treatment decisions for me to the same extent that I could make such decisions for myself if I had the capacity to do so.

I specifically authorize my Patient Advocate to make decisions about withholding or withdrawing treatment, including the provision of artificially provided nutrition and hydration. I understand that such decisions could or would allow me to die.

In exercising this authority, my Patient Advocate shall act consistently with my desires as stated in this document or otherwise made known to my Patient Advocate. If my desires

regarding any particular care, custody or medical treatment decision are not known to my Patient Advocate, then the decision should be made taking into consideration my best interests.

C. DURATION. All authority granted to my Patient Advocate shall be exercisable only when I am unable to participate in medical treatment decisions. My attending physician and one other physician or licensed psychologist shall make the determination as to when I am unable to participate in medical treatment decisions, which determination shall be put in writing and made a part of my medical record, and shall be reviewed not less than annually. All powers conferred on my Patient Advocate shall be suspended if I regain the ability to participate in medical treatment decisions. The powers granted to my Patient Advocate shall become effective again if I am later determined unable to participate in medical treatment decisions in the manner described.

D. DESIGNATION OF SUCCESSOR PATIENT ADVOCATE. If the person designated as my Patient Advocate is not available or unable to act, I designate Randy A. Hayes to serve as my Patient Advocate to make health care decisions for me as authorized by this document. If Randy A. Hayes is not available or unable to act, I designate Karen L. Caldwell to serve as my Patient Advocate to make health care decisions for me as authorized by this document.

III. GENERAL PROVISIONS

A. HOLD HARMLESS. All persons or entities who in good faith endeavor to carry out the terms and provisions of this document shall not be liable to me, my estate, my heirs or assigns for any damages or claims arising because of their action or inaction based on this document, and my estate shall defend and indemnify them.

B. SEVERABILITY. If any provision of this document is held to be invalid, such invalidity shall not affect the other provisions which can be given effect without the invalid provision, and to this end the directions in this document are severable.

C. STATEMENT OF INTENTIONS. It is my intent that this document be legally binding and effective. If the law does not recognize this document as legally binding and effective, it is my intent that this document be taken as a formal statement of my desire concerning the method by which any health care decisions should be made on my behalf during any period in which I am unable to make such decisions.

I understand that access to Protected Health Information ("PHI") about me must be obtained in accordance with the Final Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA Final Rules"). Accordingly, I instruct anyone reading this Patient Advocacy as follows:

Regardless of whether a determination has been made about whether I am able to participate in medical treatment decision-making, I want anyone reading this document to understand that by naming Cynthia A. Mifsud as my Patient Advocate, I have identified

PATIENT ADVOCATE ACCEPTANCE OF DESIGNATION

The Patient Advocate/Successor Patient Advocate(s) accept(s) the Patient's designation as stated in this document and agree(s) that:

- a. This designation shall not become effective unless the Patient is unable to participate in medical treatment decisions.
- b. A Patient Advocate shall not exercise powers concerning the Patient's care, custody, and medical treatment that the Patient, if the Patient were able to participate in the decision, could not have exercised on his or her own behalf.
- c. This designation cannot be used to make a medical treatment to withhold or withdraw treatment from a Patient who is pregnant that would result in the pregnant Patient's death.
- d. A Patient Advocate may make a decision to withhold or withdraw treatment which would allow a patient to die only if the Patient has expressed in a clear and convincing manner that the Patient Advocate is authorized to make such a decision, and that the Patient acknowledges that such a decision could or would allow the Patient's death.
- e. A Patient Advocate shall not receive compensation for the performance of his or her authority, rights, and responsibilities, but a Patient Advocate may be reimbursed for actual and necessary expenses incurred in the performance of his or her authority, rights, and responsibilities.
- f. A Patient Advocate shall act in accordance with the standards of care applicable to fiduciaries when acting for the Patient and shall act consistent with the Patient's best interest. The known desires of the Patient expressed or evidenced while the Patient is able to participate in medical treatment decisions are presumed to be in the Patient's best interests.
- g. A Patient may revoke his or her designation at any time and in any manner sufficient to communicate an intent to revoke.
- h. A Patient Advocate may revoke his or her acceptance to the designation at any time and in any manner sufficient to communicate an intent to revoke.
- i. A Patient admitted to a health facility or agency has the rights enumerated in Section 20201 of the Public Health Code, Act No. 368 of Public Acts of 1978. being Section 333.20201 of the Michigan Compiled Laws.



Cynthia A. Mifsud
PATIENT ADVOCATE

Randy A. Hayes
SUCCESSOR PATIENT ADVOCATE

Karen L. Caldwell
SECOND SUCCESSOR PATIENT ADVOCATE

TRUST AGREEMENT
OF
BETTY J. HAYES

Kevin Adams
Law Office of Kevin Adams
Suite 100
31330 Schoolcraft Road
Livonia, Michigan 48150
734.422.3400
kevin@kevinadamslaw.com

REVOCABLE TRUST AGREEMENT

Introductory Clause. This Agreement made this October 15, 2013, between **BETTY J. HAYES** (hereinafter referred to as the "Grantor") and **BETTY J. HAYES**

(hereinafter referred to as the "Trustee").

This Trust shall be known as the "**Betty J. Hayes Revocable Trust, dated October 15, 2013.**"

The Grantor is married to **WILLIS C. HAYES.**

The Grantor has four living children: **DARRELL D. HAYES; KAREN L. CALDWELL; RANDY A. HAYES; and CYNTHIA A. MISFUD.**

ARTICLE I TRUSTEE SUCCESSION

Trustee Succession if Grantor Resigns, Dies, or Becomes Incapacitated. If the Grantor resigns, dies, or is adjudicated to be incompetent or in the event that the Grantor is not adjudicated incompetent, but is determined, in accordance with the procedures set forth in the following paragraph, to be unable to properly handle the Grantor's own affairs, then and in that event the Trustee named below shall immediately become the Trustee under this Trust Agreement. The Grantor names the following as successor Trustee:

CYNTHIA A. MISFUD

There shall be a Committee consisting of the Grantor's spouse and children. Any member of the Committee may resign by written instrument delivered to the Grantor and the remaining members shall continue to constitute the Committee without the appointment of a successor. A majority of the Committee members qualified and acting may, by a written instrument signed by the Committee members and delivered both to the Grantor, as the then-current Trustee, and the successor Trustee, as designated in this Trust Agreement, determine that the Grantor is physically or mentally unable to handle the Grantor's financial affairs and remain as the Trustee of this Trust. Should there be only two (2) Committee members serving, such determination of the Grantor's physical or mental incapacity shall be made by unanimous vote of the Committee members. Should there be only one (1) person able and willing to serve on the Committee, the sole remaining member of the Committee may not make a determination of the Grantor's physical or mental incapacity.

The Grantor shall regain all the powers reserved to the Grantor, whether in the Grantor's individual or fiduciary capacity, as the case may be, when such incompetency is removed, in the same manner as was followed to establish the Grantor's incapacity. Third parties may rely on an affidavit by the Trustee named above stating that the successor Trustee is now acting as Trustee hereunder.

ARTICLE II PROVISIONS DURING LIFE

therein; provided, 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 IV PAYMENT OF DEBTS AND TAXES

Discretionary Provisions for Trustee to Deal with Grantor's Estate and Make Payment of Debts and Taxes. 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 the Grantor's estate, reasonable expenses of administration of the Grantor's estate, any allowances by court order to those dependent upon the Grantor, any estate, inheritance, succession, death, or similar taxes payable by reason of the Grantor's death, together with any interest thereon or other additions thereto, without reimbursement from the Grantor's personal representatives, from any beneficiary of insurance upon the Grantor's life, or from any other person. 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; provided, however, any such payments of estate, inheritance, succession, death, or similar taxes (except generation-skipping transfer taxes) shall be charged against the principal constituting the Hayes Family Trust and any interest so paid shall be charged against the income thereof. If such share or trust was created as a fraction, then such taxes thus paid shall reduce the numerator of that share or trust and the Trust Estate, thus likewise reducing the denominator of the fraction. The Trustee may make such payments directly or may pay over the amounts thereof to the personal representatives of the Grantor's estate. Written statements by the personal representatives 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. If administrative expenses are deducted on the estate's income tax return but paid from principal, then they shall be charged against the Hayes Family Trust. The Trustee shall have the power to charge expenses of administration against income or principal, or apportion such expenses; provided, however, this power may not be exercised in a way which would reduce or otherwise adversely affect the marital or charitable deduction otherwise available for federal estate tax purposes. The Trustee shall not exercise this discretion in a manner which is inconsistent with the Internal Revenue Code regulations now in effect or subsequently promulgated.

ARTICLE V ALLOCATION INTO SHARES

Upon the death of the Grantor, the Trustee shall divide the Trust Estate (which shall include any property which may be added from the Grantor's general estate) as follows:

- (1) **Creation of the Willis C. Hayes Share and the Hayes Family Trust.** If

the Grantor is survived by the Grantor's husband, **WILLIS C. HAYES**, the Trustee shall divide the Trust Estate into two (2) separate shares, hereinafter designated as "**the Willis C. Hayes Share**" and "**the Hayes Family Trust.**" **The Willis C. Hayes Share** shall be composed of cash, securities, or other property of the Trust Estate (undiminished by any estate, inheritance, succession, death, or similar taxes) having a value equal to the maximum marital deduction as finally determined in the Grantor's federal estate tax proceedings, less the aggregate amount of marital deductions, if any, allowed for such estate tax purposes by reason of property or interests in property passing or which have passed to the Grantor's husband otherwise than pursuant to the provisions of this Article; provided, however, the amount for **the Willis C. Hayes Share** hereunder shall be reduced by the amount, if any, needed to increase the Grantor's taxable estate (for federal estate tax purposes) to the largest amount that, after allowing for the unified credit against the federal estate tax, and the state death tax credit against such tax (but only to the extent that the use of such state death tax credit does not increase the death tax payable to any state), will result in the smallest (if any) federal estate tax being imposed on the Grantor's estate. The term "maximum marital deduction" shall not be construed as a direction by the Grantor to exercise any election respecting the deduction of estate administration expenses, the determination of the estate tax valuation date, or any other tax election which may be available under any tax laws, only in such manner as will result in a larger allowable estate tax marital deduction than if the contrary election had been made. The Trustee shall have the sole discretion to select the assets which shall constitute **the Willis C. Hayes Share**. In no event, however, shall there be included in this **the Willis C. Hayes Share** any asset or the proceeds of any asset which will not qualify for the federal estate tax marital deduction, and this **the Willis C. Hayes Share** shall be reduced to the extent that it cannot be created with such qualifying assets. The Trustee shall value any asset selected by the Trustee for distribution in kind as a part of **the Willis C. Hayes Share** hereunder at the value of such asset at the date of distribution of such asset. **The Willis C. Hayes Share** shall be paid over and distributed to the Grantor's husband free of trust. **The Hayes Family Trust** shall be the balance of the Trust Estate after the assets have been selected for **the Willis C. Hayes Share**.

(2) **Creation of the Hayes Family Trust.** If the Grantor's husband shall not survive the Grantor, **the Hayes Family Trust** shall be the entire Trust Estate.

The Hayes Family Trust shall be administered as hereinafter set forth.

ARTICLE VI DISPOSITION OF THE HAYES FAMILY TRUST

The Hayes Family Trust Introductory Provision. **The Hayes Family Trust** shall be held, administered, and distributed as follows:

(1) **Payment to Husband of All Income.** If the Grantor's husband shall survive the Grantor, then commencing with the date of the Grantor's death, the Trustee shall pay to or apply for the benefit of the Grantor's husband during his lifetime all the net

income from **the Hayes Family Trust** in convenient installments but no less frequently than quarter-annually.

(2) **Discretionary Payments of Principal for Husband.** If the Grantor's husband shall survive the Grantor, the Trustee may pay to or apply for the benefit of the Grantor's husband during his lifetime, such sums from the principal of **the Hayes Family Trust** as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Grantor's husband, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Grantor's husband known to the Trustee.

(3) **Limited Withdrawal by Husband.** In addition to the income and discretionary payments of principal from this Trust, there shall be paid to the Grantor's husband during his lifetime from the principal of this Trust upon his written request during the last month of each fiscal year of the Trust an amount not to exceed during such fiscal year the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the total value of the principal of **the Hayes Family Trust** on the last day of such fiscal year without reduction for the principal payment for such fiscal year. This right of withdrawal is noncumulative, so that if the Grantor's husband does not withdraw, during such fiscal year, the full amount to which he is entitled under this paragraph, his right to withdraw the amount not withdrawn shall lapse at the end of that fiscal year.

(4) **Division into Shares for Children.** Upon or after the death of the survivor of the Grantor's wife and the Grantor, the Trustee shall divide this Trust as then constituted into equal separate shares so as to provide one (1) share for each then living child of the Grantor and one (1) share for each deceased child of the Grantor who shall leave issue then living. Each share for a living child of Grantor shall be distributed outright to such child. Each share for children of a deceased child shall be distributed or retained in trust as hereinafter provided.

(5) **Division into Shares for Child's Issue.** After division into shares for children, upon the death of a child of the Grantor prior to complete distribution of his or her share, the undistributed balance of the child's share shall be divided into equal separate shares so as to provide one (1) share for each then living child of that deceased child of the Grantor and one (1) share for each deceased child of that deceased child of the Grantor who shall leave issue then living. Each share for a living child of that deceased child of the Grantor shall be held, administered, and distributed for such living child (hereinafter singularly "beneficiary" and collectively "beneficiaries") as herein provided. The share for each beneficiary shall be vested in such beneficiary subject only to the provisions hereof. The share provided for the issue of a deceased child of that deceased child of the Grantor shall be distributed per stirpes to such issue.

(a) **Income and Discretionary Invasion of Principal for Beneficiaries.** All the net income from the share so provided for a living beneficiary shall be paid in convenient installments to or applied for the benefit of such beneficiary

until complete distribution of the share as herein provided. In addition to income, the Trustee may pay to or apply for the benefit of such beneficiaries such sums from the principal of his or her share as in its sole discretion shall be necessary or desirable from time to time for his or her medical care, education, support and maintenance in reasonable comfort, taking into consideration to the extent the Trustee deems advisable, any other income or resources of such beneficiary known to the Trustee.

(b) Distribution of a Beneficiary's Share. When a beneficiary attains the age of twenty-five (25) years, the Trustee shall distribute to the beneficiary one-half (1/2) of the principal of his or her share as then constituted; and when a beneficiary attains the age of thirty (30) years, the Trustee shall distribute to the beneficiary the undistributed balance of his or her share. If a beneficiary has already attained age twenty-five (25) or age thirty (30) at the time this Trust is divided into separate shares, the Trustee shall, upon making the division, distribute to the beneficiary one-half (1/2) or all of his or her share respectively.

(c) Upon Beneficiary's Death to Personal Representatives. Upon the death of a beneficiary prior to complete distribution of his or her share, the undistributed balance of the beneficiary's share shall be paid over and distributed to the beneficiary's personal representatives.

(6) Distribution of a Deceased Child's Share. Each share set aside, upon division into shares, for a deceased child of the Grantor who shall leave issue then living, shall be divided into equal separate shares so as to provide one (1) share for each then living child of that deceased child of the Grantor and one (1) share for each deceased child of that deceased child of the Grantor who shall leave issue then living. Each share for a living child of that deceased child of the Grantor shall be held, administered and distributed for that deceased child's living children (hereinafter singularly "beneficiary" and collectively "beneficiaries") as provided in the preceding paragraph. The share provided for the issue of a deceased child of that deceased child of the Grantor shall be distributed per stirpes to such issue.

ARTICLE VII TRUSTEE SUCCESSION

Trustee Succession, Trustee's Fees, and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees, and other matters are set forth below:

(1) Naming Individual Successor or Substitute Trustee. If the initial successor individual Trustee should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, the successor or substitute Trustee who shall also serve without bond shall be **RANDY A. HAYES**.

(2) Final Succession if All Individual Successor Trustees Cannot Act. If all the Grantor's individual successor Trustees should fail to qualify as Trustee hereunder,

or for any reason should cease to act in such capacity, then the successor or substitute Trustee who shall also serve without bond shall be **KAREN L. CALDWELL**.

(3) **Fee Schedule for Individual Trustee.** For its services as Trustee, the individual Trustee shall receive no compensation but shall be entitled to reimbursement for reasonable expenses.

(4) **Limitations on Trustees.** No person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which the Grantor has given to the Trustee to pay principal or income to such person, or for his or her benefit or in relief of his or her legal obligations; provided, however, if an individual trustee (who is also a beneficiary) is the sole trustee or at any time is acting as the sole trustee, and such trustee has discretion to invade principal for himself or herself and such discretionary authority is limited by an ascertainable standard, then such trustee may invade principal (if limited by such standard) for himself or herself but not in relief of his or her legal obligations.

(5) **Trustee Accountings and Settlement.** The Trustee shall report on Trust activities and account to the beneficiaries if there are more than nominal assets in the Trust, the Trustee shall render an accounting of the Trust's receipts and disbursements and a statement of the assets and liability of the Trust at least annually to each current income beneficiary and all beneficiaries entitled by law to receive an accounting. The Trustee may, but shall not be required to, file such accountings with the Court having jurisdiction of the Trust. The Grantor specifically waives any requirement for formal or court approved accounting. If the Trustee provides an accounting to each current income beneficiary and all beneficiaries entitled by law and those beneficiaries do not notify the Trustee in writing of an objection to such accounting within ninety (90) days of the receipt of such accounting, then the accounting shall be deemed accepted and approved by such beneficiary.

ARTICLE VIII MEANING OF TRUSTEE

Definition of Trustee. Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine, and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall have all the rights, powers and duties, authority, and responsibility conferred upon the Trustee originally named herein.

ARTICLE IX TRUSTEE POWERS

Powers for Trustee. By way of illustration and not of limitation and in addition to any inherent, implied, or statutory powers granted to trustees generally, the Trustee is

specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this Trust Agreement: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of the Grantor, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of the Grantor, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of the Trust Estate which any individual could exercise in the management of similar property owned in his or her own right, upon such terms and conditions as to the Trustee may seem best, and to execute and deliver any and all instruments and to do all acts which the Trustee may deem proper or necessary to carry out the purposes of this Trust, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

ARTICLE X MARITAL DEDUCTION SAVINGS

Marital Deduction Savings Clause for the Willis C. Hayes Share. It is expressly provided that the grant of rights, powers, privileges, and authority to the Trustee in connection with the imposition of duties upon the Trustee by any provision of this Trust Agreement or by any statute relating thereto shall not be effective if and to the extent that the same, if effective, would disqualify the marital deduction as established in the **Willis C. Hayes Share** hereof. It is expressly provided that the Trustee shall not in the exercise of its discretion make any determination inconsistent with the foregoing intention.

ARTICLE XI TREATMENT OF MINOR OR INCOMPETENT BENEFICIARY'S SHARE

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the medical care, education, support and maintenance in reasonable comfort of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support, and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XII PROTECTION OF DISABLED BENEFICIARY'S SHARE

Trustee Authority Regarding Beneficiaries Receiving Certain Government Assistance. If the Trustee reasonably believes that a beneficiary is receiving (or may receive) governmental benefits under the Supplemental Security Income Act ("SSI"), 42 U.S.C. §§1381 et seq., Medicaid, 42 U.S.C. §§1396 et seq., or other federal or state means-tested government benefit programs, then the Trustee may, in the Trustee's sole discretion, withhold any distribution due under this Trust Agreement to or for such beneficiary and retain such distribution amount as a discretionary, non-support, spendthrift trust share for the benefit of such beneficiary. In the alternative, the Trustee may establish a separate third-party supplemental needs trust for such beneficiary with such terms as the Trustee shall deem appropriate. It is the Grantor's intent that any supplemental needs retained trust share or separate trust provide the maximum benefit to the beneficiary without the principal and/or income of the trust share or separate trust being available to the beneficiary for the determination of the beneficiary's continued eligibility to receive such governmental assistance programs. If any such trust share or separate trust is created for the life of a beneficiary, then upon the death of such beneficiary, the trust share or separate trust shall be distributed to the beneficiary's issue, if any, per stirpes, or if there are no such issue, to the Grantor's issue, per stirpes. If either such continuing share or a separate trust for the beneficiary cannot be established, then the Trustee may create a first-party supplemental needs trust for the beneficiary pursuant 42 U.S.C. §1396p(d)(4).

ARTICLE XIII DEFINITIONS RELATING TO FAMILY

Definitions of Family. The following definitions shall be used to define the family:

(1) **Definition of Children.** For purposes of this Trust, "child" or "children" includes individuals entitled to take as a child under the laws of the State of Michigan by intestate succession from the parent whose relationship is involved. Not included in this definition shall be either a person who is only a stepchild, a foster child, a grandchild, or any more remote descendant or a person who is otherwise excluded by the terms of this document. "Issue" of an individual means a descendant of an individual. A "descendant" of an individual means all of his (or her) descendants of all generations, with the relationship of parent and child at each generation being determined by the definition of child and parent contained the laws of the State of Michigan. The terms "child," "children," "issue," "descendant," and "descendants" or those terms preceded by the terms "living" or "then living" shall include the descendant of the parent designated even though such descendant is born after the death of such parent.

(2) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the Michigan Probate Code.

ARTICLE XIV

SIMULTANEOUS DEATH

Simultaneous Death Provision Presuming Beneficiary Predeceases Grantor. If any beneficiary and the Grantor should die under such circumstances as would make it doubtful whether the beneficiary or the Grantor died first, then it shall be conclusively presumed for the purposes of this Trust that the beneficiary predeceased the Grantor.

ARTICLE XV PAYMENT OF FUNERAL AND OTHER EXPENSES

Payment of Funeral Expenses and Expenses of Last Illness of Income Beneficiary. On the death of any person entitled to income or support from any Trust hereunder, the Trustee is authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the Trust from which such person was entitled to income or support.

ARTICLE XVI GOVERNING STATE LAW

State Law to Govern. This Trust Agreement and the trusts created hereby shall be construed, regulated, and governed by and in accordance with the laws of the State of Michigan.

ARTICLE XVII SPENDTHRIFT RESTRICTION

Spendthrift Provision. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale, or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities, or torts of any beneficiary.

ARTICLE XVIII PERPETUITIES SAVINGS LIMITATION

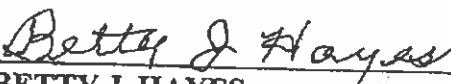
Perpetuities Savings Clause. Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than the day preceding the maximum permissible statutory limitation on the length of trusts as specified in the laws of the State of Michigan. Upon such date, the Trustee shall distribute each remaining trust hereunder to the beneficiary or beneficiaries of the current income thereof, and if there is more than one beneficiary, in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

Testimonium Clause. IN WITNESS WHEREOF, the Grantor and the Trustee


**ARTICLE XVIII
PERPETUITIES SAVINGS LIMITATION**

Perpetuities Savings Clause. Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than the day preceding the maximum permissible statutory limitation on the length of trusts as specified in the laws of the State of Michigan. Upon such date, the Trustee shall distribute each remaining trust hereunder to the beneficiary or beneficiaries of the current income thereof, and if there is more than one beneficiary, in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

Testimonium Clause. IN WITNESS WHEREOF, the Grantor and the Trustee have executed this Trust Agreement.

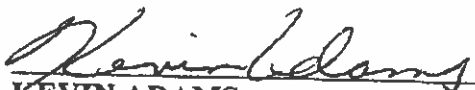


BETTY J. HAYES
GRANTOR

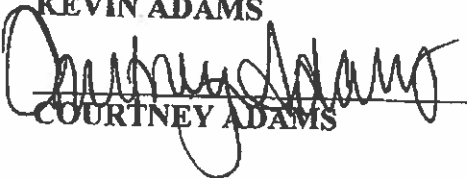


BETTY J. HAYES
TRUSTEE

WITNESSES:



KEVIN ADAMS



COURTNEY ADAMS

STATE OF MICHIGAN

)

COUNTY OF WAYNE

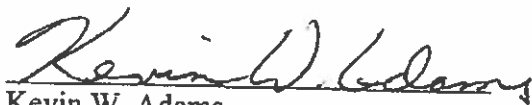
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ACKNOWLEDGMENT

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I, a Notary Public, within and for the State and County aforesaid do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County and was executed and acknowledged by **BETTY J. HAYES**, as Grantor and Trustee, to be the free and voluntary act and deed of the Grantor and Trustee.

WITNESS my signature this October 15, 2013.



Kevin W. Adams

Notary Public Oakland County, Michigan Acting
in Wayne County

My Commission Expires: April, 22, 2014

REVOCATION OF POWER OF ATTORNEY

On May 1 2021, I, Betty J. Hayes hereby immediately revoke the Durable General Power of Attorney that I previously executed on October 15 2013, which had appointed Cynthia Mifsud as my agent and the secondary agent known as Randy Hayes.

I hereby notify said agent(s) and any other interested persons that all portions of said document are revoked.

This revocation was signed in the presence of two witnesses a notary public and goes into effect immediately.

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.

Principal's Signature Betty J. Hayes
Betty J. Hayes

Witness Signature
Emma Lowdy
Emma Lowdy

Witness Signature
Daniel Greenfields
Daniel Greenfields

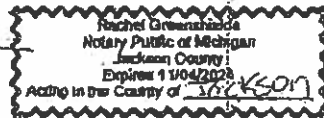
NOTARY ACKNOWLEDGMENT

Jackson County

State of Michigan

On this 1st day of May, 2021, before me appeared Betty J. Hayes, as the Principal who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that (s)he executed the same as his/her free act and deed.

Rachel Greenfields
Notary Public



Print Name: Rachel Greenfields My commission expires: 11/4/2024

Attn: R. Roseman

2021-S0820296

Original - Return
1st copy - Waite
2nd copy - File
3rd copy - Extra

Approved: 8040

STATE OF MICHIGAN JUDICIAL DISTRICT MICHIGAN COUNTY COUNTY PROBATE	SUBPOENA Order to Appear and/or Produce	CASE NO. 21-865508-CA
Wayne		
Court address: 1307 Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, MI 48226		Court telephone no. (313) 224-5706
Police Report No. (if applicable):		
Plaintiff(s) <input type="checkbox"/> People of the State of Michigan <input type="checkbox"/> _____ <input type="checkbox"/> _____	Defendant(s)/Respondent(s) 	
<input checked="" type="checkbox"/> Civil	<input type="checkbox"/> Criminal	Charge
<input type="checkbox"/> Probate - in the matter of <u>Betty Jane Hayes</u>		

In the Name of the People of the State of Michigan, TO:
PNC Bank, 4100 W. 1800 Street, Cleveland, OH 44135

If you require special accommodations to use the court because of disability, please contact the court immediately to make arrangements.

YOU ARE ORDERED TO:

- 1. Appear personally at the time and place stated below. You may be required to appear from time to time and day to day until excused.
 The court address above Other: 5400 Haughy Rice & Rouge
100 Monroe Center NW, Grand Rapids, MI 49503

Day Wednesday	Date November 10, 2021	Time 12:00pm
------------------	---------------------------	-----------------
- 2. Testify at trial / examination / hearing.
- 3. Produce permit inspection or copying of the following items: Any and all revocation of power of attorney documents or power of attorney documents related to Betty Jane Hayes (DOB 06/28/1934), including but not limited to a revocation of power of attorney submitted to a PNC Bank branch located in Jackson, Michigan during May 2021.
- 4. Testify as to your assets, and bring with you the items listed in line 3 above.
- 5. Testify at deposition.
- 6. Abide by the attached prohibition against transferring or disposing of property. (MCL 600.6104(2), 600.6116, or 600.6119)
- 7. Other: If you produce the requested documents by the date indicated above, your presence is not necessary.

<input checked="" type="checkbox"/> 8. Person furnishing subpoena: <u>Richard M. Roseman</u>	Telephone no.: <u>(616) 774-8000</u>
Address: <u>100 Monroe Center NW</u>	
City: <u>Grand Rapids</u>	State: <u>MI</u>
	Zip: <u>49503</u>



NOTE: If requesting a debtor's examination under MCL 600.6110, or an injunction under item 6, this subpoena must be issued by a judge. For a debtor examination, the affidavit of debtor examination on the other side of this form must also be completed. Debtor's assets can also be discovered through MCR 2.305 without the need for an affidavit of debtor examination or issuance of this subpoena by a judge.

FAILURE TO OBEY THE COMMANDS OF THIS SUBPOENA OR TO APPEAR AT THE STATED TIME AND PLACE MAY SUBJECT YOU TO PENALTY FOR CONTEMPT OF COURT.

10/27/2021 P78917 Credit use only
DPR JUDGE/CLERK/DEPUTY BRJ/BB Served Not served

12/7/2021

CERTIFICATION

I, Cheryl Basko, hereby certify that, to the best of my knowledge, information, and belief:

1. I am a Records Custodian for PNC Bank, National Association, a national banking association ("PNC").
2. As a Records Custodian, my responsibilities include identifying and authenticating records of PNC.
3. Attached to this certification is a record(s) of PNC ("Record(s)"), further identified in the attached inventory of documents.
4. The Record(s) was made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters (subject to any redactions I have made relating to certain Personal Identifiable Information); was kept in the course of a regularly conducted activity; and was made by the regularly conducted activity as a regular practice of PNC.
5. I declare under penalty of perjury that the forgoing is true and correct.

Date: 11/26/2021

Cheryl Basko

Records Custodian



INVENTORY

Prepared by:

Cheryl Basko
PNC Subpoena Processing
Phone: 216-257-8213
Fax 888-678-1472
Email: cheryl.basko@pnc.com

Re: **Betty Hayes**
PNC Bank File: **2021-S0020296**

In response to your subpoena or other request for customer records, PNC Bank has engaged in a search of bank records to identify responsive documents and/or information. Based on reasonable inquiry, to the best of PNC Bank's knowledge, information, and belief:

- Enclosed are all documents requested.
- Enclosed is a portion of the documents requested.

Name	Account Number	Documents Sent
Betty J Hayes	4237191974	POA revocation copy

Please be advised that many records that are kept by PNC Bank are scheduled for destruction in the ordinary course of business. Because PNC Bank has provided you with copies of the enclosed records in response to your request, PNC Bank will no longer take any action to preserve the documents beyond the regularly scheduled destruction date.

Notice to Recipient: This correspondence is addressed to the attorney, office, or individual that sent the above-referenced request or legal process item to PNC Bank. The enclosed/attached documents may contain highly sensitive and confidential financial or personal information. Please ensure that the attached materials relate to the PNC Bank customer(s) whose information is subject to this request. If you have received these attachments in error, please return to, or advise, the sender immediately. The sender may instruct you to destroy the enclosures/attachments.

ST MARY MERCY LIVONIA EMERGENCY**36475 FIVE MILE RD****LIVONIA MI 48154-1971****Phone: 734-655-1200****Fax: 734-655-1270**

03/25/21 2:00 PM EDT

Attending: Nabil Khoury, Md**Patient Name: Betty Hayes****Date of Birth: 6/28/1934****Patient Phone Number: 313-414-2391****Orientation Memory Concentration Test: Screen for Cognitive Impairment**

The Orientation Memory Concentration Test is a brief screening tool used to detect cognitive impairment. Cognitive impairment means a person has trouble remembering, learning new things, concentrating, or making decisions that affect their everyday life. Cognitive impairment ranges from mild to severe. Today you scored positive for cognitive impairment. We recommend that you follow-up with your primary care provider for further evaluation.

Impairment in cognitive function in older adults poses risks for safety, function, health maintenance, and length and quality of life.

Age is by far the greatest risk factor for Alzheimer's disease or other types of dementias. Early identification allows the person to receive prompt treatment in the form of medication and behavioral therapy may slow disease progression, delay functional decline, allow for pre-planning, and postpone nursing home placement.

Causes

- Brain disorders such as Alzheimer's disease, Lewy body disease, Parkinson's disease
- Disease affecting blood vessels in the brain and resulting in mini-strokes
- Certain infections
- Traumatic brain injury
- Other medical conditions such as brain tumors, depression, underactive thyroid, and vitamin B12 deficiency
- Use of certain prescription medicine and "recreational" drugs, as well as changes in one's medication regimen

Symptoms

- Difficulty remembering. You may forget details of recent events, names or phone numbers. You may forget important social events and appointments or repeatedly forget where you put your car keys
- Difficulty thinking and solving problems. You may have trouble with complex tasks such as paying bills or driving in unfamiliar locations
- Difficulty communicating. You may have trouble finding the right word, naming an object, forming a sentence that makes sense, or understanding what you read or hear
- Changes in your behavior or personality. You may lose interest in the things that you used to enjoy or withdraw from social situations. You may get angry more easily than usual. You may act before thinking. You may do things in public that you would not usually do. You may hear or see things that are not real (*hallucinations*). You may believe falsely that others are trying to hurt you (*paranoia*).



AFTER VISIT SUMMARY

Betty Hayes MRN: 102355815

3/25/2021 St Mary Mercy Livonia Emergency 734-655-1200

Instructions



Your medications have changed

CHANGE how you take:
furosemide (LASIX)

Review your updated medication list below.



Read the attached information

Heart Failure (English)



Pick up these medications from any pharmacy with your printed prescription

- furosemide 20 mg tablet
- furosemide 40 mg tablet



Schedule an appointment with Ratna K. Zampani, MD as soon as possible for a visit in 1 week (around 4/1/2021)

Why: As needed
Specialty: Internal Medicine
Contact: 20206 Farmington Rd
Livonia MI 48152-1400

Today's Visit

You were seen by Nabil Khoury, MD

Reason for Visit

- Shortness of Breath
- Lethargy
- Leg Swelling

Diagnoses

- Cognitive impairment
- Moderate episode of recurrent major depressive disorder
- Acute congestive heart failure, unspecified heart failure type

Requested Documents

Keith, Daryl A <daryl.keith@pnc.com>

Mon 12/6/2021 12:21 PM

To: cynthia_mifsud@hotmail.com <cynthia_mifsud@hotmail.com>

Cynthia,

The documents you are waiting on were sent to roseman@shrr.com on November 26, 2021.

Daryl A. Keith
AVP – Operations Manager
Subpoena Processing

PNC Bank
4100 West 150th Street (Mail Stop: B7-YB17-01-C)
Cleveland, OH 44135
(P) 216-257-2721 (F) 855-442-8716
daryl.keith@pnc.com

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PNC, 249 Fifth Avenue, Pittsburgh, PA 15222; pnc.com

Joy Kenny
1845 Apple Valley Ct
Howell, MI 48855
wereyouthere2@hotmail.com

June 7, 2021

To Whom It May Concern,

I, Joy Kenny, am writing this letter to provide a character reference for Cynthia "Cindy" Mifsud.

I grew up with Cindy and have known her as a friend for over 25 years. Our mothers are dear friends and were prayer partners as long as I can remember. Naturally then, Cindy and I became friends through our mothers relationship & our common church membership and upbringing as we grew up in and attended the same church.

Cindy and I continued to stay in touch as we grew up, got married and raised our children. I watched Cindy and her husband Patrick successfully run, manage and operate their limousine business. They ran an honest and upright business and were an asset to their community.

During the years of knowing Cindy, I have known her to be a faithful friend, loving and caring daughter and sister, devoted wife and mother and a hard worker.

As I reflect on my relationship with Cindy I admire the dedication and care she provides family; they always come first. She is very committed to her children, and now her grands. Cindy and her husband Patrick had to make a decision a few years back as her parents became older and unable to care for themselves. Cindy & Patrick had an addition added to their home to accommodate her parents in efforts to avoid placing them in assisted living. Cindy's mother and father agreed that this was the best situation for them. I remember when I spoke personally with Betty, Cindy's mother. Betty shared with me about the addition and the plan to move in with Cindy. Betty was looking forward to this and was confident this was the right move for her and her husband.

Cindy cared for and provided for her parents until her father passed on.

Cindy continued to care for her mother and continued to do so until the unfortunate incident when her mother was removed from her home.

This has caused great concern and heartache to me and my mother as we are confident this would go against the wishes of Betty. With Betty suffering from dementia, removing her from Cindy's home and ceasing all contact between her and her mother has the potential to cause severe negative impact on the remaining days of Betty's life.

To summarize Cindy is an honorable person who is devoted to and cares deeply for her mother. As you can imagine this incident has given Cindy much stress and heartache, to me

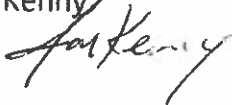
as well. I hope I have communicated clearly the character of Cindy in that she would never put her mother in jeopardy or in a harmful situation but rather would do everything to protect and care for her.

I pray they can be united together again the way Betty would want it.

Thank you for your time.

With Sincerity,

Joy Kenny

A handwritten signature in cursive script that reads "Joy Kenny". The signature is written in dark ink and is positioned below the typed name "Joy Kenny".

To Whom it may Concern. 5-7-21

I Katie Ciccio have been a Care
taker for the Hayes/Mifsud for
approximately 2 yrs. I can attest
to the fact that Betty Hayes has
been very well taken care of by her
daughter Cindy and her family.
Betty has her own apt attached to
the Mifsud home which in my
opinion she seems to enjoy her
living environment. Betty has had
all of her medical needs taken care
of by her daughter and her care
givers such as hygiene, nutrition
and also recreational activities. I have
never known or seen any evidence of
neglect or abuse in the home I believe
it would be in her best interest to be
cared for by her daughter Cindy and
her family. Feel free to contact me
if you have any further questions
of concerns.

Sincerely Katie Ciccio
734.299.6558.



PNC Bank, National Association

No. 1721625
Date May 25, 2021

Cashier's Check

\$ 102,282.16

Pay to the **BETTY J HAYES ITF**
Order of **BETTY HAYES TRUST**

One Hundred Ninety-Two Thousand Two Hundred Eighty-Two Dollars And Sixteen Cents

[Signature]
National Association
Signature

4337191974
Remailer

⑆ 0 7 2 1 6 2 5 ⑆ 1:0830001081: 3020737804⑆



- PNC CLOSED OUT BETTY HAYES TRUST ACCOUNT AT PNC
- PNC SENT CYNTHIA WILSON CASHIERS CHECK FOR \$192,282.16
- CYNTHIA WILSON SENT CASHIERS CHECK TO FAMILY OPTIONS PNC REQUESTOR CYNTHIA WILSON

DEARBORN
Federal Credit Union
GENERAL OFFICES:
FAIRLANE FINANCIAL PLAZA
400 TOWN CENTER DRIVE
DEARBORN, MICHIGAN 48106 T-1013

112082

74-7771
2724

MATCH THE AMOUNT IN WORDS WITH THE AMOUNT IN NUMBERS

PAY TO THE ORDER OF
120,000.00

PAY TO THE ORDER OF WILLIS CLEVELAND HAYES
CORPORATE CHECK - F VOID OVER \$120,000.00
***** JUN 25 1999 ***** ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00 CENTS
\$120,000.00



NON-NEGOTIABLE

THE MIRSUDS
PAID 129,000
OUT OF THE
PURCHASE PRICE
OF 127,000
SO PARENTS

WOULD HAVE
A SAFE PLACE
TO LIVE OUT
OF DETROIT
WHERE IT
WAS UNSAFE
TO LIVE IN 1988

THE MIRSUDS ACCOUNT #2081093
IS STILL A ACTIVE ACCOUNT
AT DFCU SHOWING WHERE FUNDS CAME FROM