



Board of Governors of the Federal Reserve System



# Annual Report of Holding Companies—FR Y-6

## Report at the close of business as of the end of fiscal year

This Report is required by law: Section 5(c)(1)(A) of the Bank Holding Company Act (12 U.S.C. § 1844 (c)(1)(A)); Section 8(a) of the International Banking Act (12 U.S.C. § 3106(a)); Sections 11(a)(1), 25 and 25A of the Federal Reserve Act (12 U.S.C. §§ 248(a)(1), 602, and 611a); Section 211.13(c) of Regulation K (12 C.F.R. § 211.13(c)); and Section 225.5(b) of Regulation Y (12 C.F.R. § 225.5(b)) and section 10(c)(2)(H) of the Home Owners' Loan Act. Return to the appropriate Federal Reserve Bank the original and the number of copies specified.

This report form is to be filed by all top-tier bank holding companies and top-tier savings and loan holding companies organized under U.S. law, and by any foreign banking organization that does not meet the requirements of and is not treated as a qualifying foreign banking organization under Section 211.23 of Regulation K (12 C.F.R. § 211.23). (See page one of the general instructions for more detail of who must file.) The Federal Reserve may not conduct or sponsor, and an organization (or a person) is not required to respond to, an information collection unless it displays a currently valid OMB control number.

NOTE: The *Annual Report of Holding Companies* must be signed by one director of the top-tier holding company. This individual should also be a senior official of the top-tier holding company. In the event that the top-tier holding company does not have an individual who is a senior official and is also a director, the chairman of the board must sign the report.

### Date of Report (top-tier holding company's fiscal year-end):

December 31, 2015

Month / Day / Year

NONE

Reporter's Legal Entity Identifier (LEI) (20-Character LEI Code)

### I. John Benjamin Dancer

Name of the Holding Company Director and Official

Chairman/CEO

Title of the Holding Company Director and Official

### Reporter's Name, Street, and Mailing Address

Stockbridge Bancorporation, Inc.

Legal Title of Holding Company

P.O. Box 427

(Mailing Address of the Holding Company) Street / P.O. Box

Stockbridge Michigan 49285

City State Zip Code

122 W. Main St., Stockbridge, MI 49285

Physical Location (if different from mailing address)

attest that the *Annual Report of Holding Companies* (including the supporting attachments) for this report date has been prepared in conformance with the instructions issued by the Federal Reserve System and are true and correct to the best of my knowledge and belief.

*With respect to information regarding individuals contained in this report, the Reporter certifies that it has the authority to provide this information to the Federal Reserve. The Reporter also certifies that it has the authority, on behalf of each individual, to consent or object to public release of information regarding that individual. The Federal Reserve may assume, in the absence of a request for confidential treatment submitted in accordance with the Board's "Rules Regarding Availability of Information," 12 C.F.R. Part 261, that the Reporter and individual consent to public release of all details in the report concerning that individual.*

### Person to whom questions about this report should be directed:

John Benjamin Dancer Chairman/CEO

Name Title

517 851-7733

Area Code / Phone Number / Extension

517 851-8719

Area Code / FAX Number

bdancer@ssb-bank.com

E-mail Address

Bank's Website: www.ssb-bank.com

Address (URL) for the Holding Company's web page

Signature of Holding Company Director and Official

01/26/2016

Date of Signature

### For holding companies not registered with the SEC—

Indicate status of Annual Report to Shareholders:

- is included with the FR Y-6 report
- will be sent under separate cover
- is not prepared

### For Federal Reserve Bank Use Only

RSSD ID 1208698  
C.I. \_\_\_\_\_

### Does the reporter request confidential treatment for any portion of this submission?

- Yes Please identify the report items to which this request applies:  
  
 In accordance with the instructions on pages GEN-2 and 3, a letter justifying the request is being provided.
- The information for which confidential treatment is sought is being submitted separately labeled "Confidential."
- No

**Form FR Y-6**  
**Stockbridge Bancorporation, Inc.**  
**Stockbridge, MI USA**  
**Fiscal Year Ending December 31, 2015**

Report Item

1: The bank holding company prepares an annual report for its securities holders. One copy is enclosed.

2(a): Organizational Chart



2(b): Branch Verification

Submitted via the web on January 26, 2016

**Legal Entity Identifier (LEI):** No LEI's to report at this time

Results: A list of branches for your depository Institution:SSBBANK (ID\_RSSD: 969741).  
 This depository institution is held by STOCKBRIDGE BANCORPORATION, INC. (1208698) of STOCKBRIDGE, MI.  
 The data are as of 12/31/2015. Data reflects information that was received and processed through 01/07/2016.

**Reconciliation and Verification Steps**

1. In the Data Action column of each branch row, enter one or more of the actions specified below.
2. If required, enter the date in the Effective Date column.

**Actions**

**OK:** If the branch information is correct, enter 'OK' in the Data Action column.  
**Change:** If the branch information is incorrect or incomplete, revise the data, enter 'Change' in the Data Action column and the date when this information first became valid in the Effective Date column.  
**Close:** If a branch listed was sold or closed, enter 'Close' in the Data Action column and the sale or closure date in the Effective Date column.  
**Delete:** If a branch listed was never owned by this depository institution, enter 'Delete' in the Data Action column.  
**Add:** If a reportable branch is missing, insert a row, add the branch data, and enter 'Add' in the Data Action column and the opening or acquisition date in the Effective Date column.

If printing this list, you may need to adjust your page setup in MS Excel. Try using landscape orientation, page scaling, and/or legal sized paper.

**Submission Procedure**

When you are finished, send a saved copy to your FRB contact. See the detailed Instructions on this site for more information.  
 If you are e-mailing this to your FRB contact, put your institution name, city and state in the subject line of the e-mail.

**Note:**  
 To satisfy the FR Y-10 reporting requirements, you must also submit FR Y-10 Domestic Branch Schedules for each branch with a Data Action of Change, Close, Delete, or Add.  
 The FR Y-10 report may be submitted in a hardcopy format or via the FR Y-10 Online application - <https://y10online.federalreserve.gov>.

\* FDIC UNINUM, Office Number, and ID\_RSSD columns are for reference only. Verification of these values is not required.

Data Action	Effective Date	Branch Service Type	Branch ID_RSSD*	Popular Name	Street Address	City	State	Zip Code	County	Country	FDIC UNINUM*	Office Number*	Head Office	Head Office ID_RSSD*	Comments
OK		Full Service (Head Office)	969741	SSBBANK	122 WEST MAIN STREET	STOCKBRIDGE	MI	49285	INGHAM	UNITED STATES	4019	0	SSBBANK	969741	
OK		Full Service	2160159	EATON RAPIDS BRANCH	1401 SOUTH MAIN STREET	EATON RAPIDS	MI	48827	EATON	UNITED STATES	278214	2	SSBBANK	969741	
OK		Full Service	2083360	GREGORY BRANCH	223 NORTH MAIN STREET	GREGORY	MI	48137	LIVINGSTON	UNITED STATES	208338	1	SSBBANK	969741	

JOHN BENJAMIN DANCER TRUST NO. 1

TRUSTEES

JOHN BENJAMIN DANCER and JEANNIE S. DANCER

DATE OF EXECUTION  
September 11, 2000

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**TRUST AGREEMENT**  
**JOHN BENJAMIN DANCER TRUST NO. 1**

I, JOHN BENJAMIN DANCER, also known as J. Benjamin Dancer, on September 11, 2000, sign this Trust Agreement ("Agreement") with JOHN BENJAMIN DANCER and JEANNIE S. DANCER as trustees, both of whom, and the survivor of them, and any successor trustee will be called "Trustee" in this Agreement and referred to in singular neuter pronouns. Trustee shall hold all property delivered to it, in trust, as follows:

**1. RIGHTS RESERVED**

1.1 **Revocable Trust.** I reserve the right to amend or revoke this Agreement, wholly or partly, by a writing signed by me or on my behalf and delivered to Trustee during my life. However, I cannot change materially the duties or compensation of Trustee without its written approval.

1.2 **Additions and Withdrawals.** I reserve the right to add property to, and withdraw property from, the trust.

**2. DISTRIBUTION DURING LIFETIME**

2.1 **Income and Principal.** During my life, Trustee shall pay all the net income to me or for my benefit, or as I otherwise direct orally or in writing, and Trustee shall pay any part of trust principal as I direct orally or in writing. However, during any period in which, in Trustee's opinion, I am incapable of managing my own affairs, Trustee shall pay to or for the benefit of me or my Spouse, the net income and principal which Trustee determines is required for our support, comfort and welfare, in our accustomed manner of living, or for any other purposes Trustee believes to be for our best interests.

**3. DISTRIBUTION AFTER DEATH**

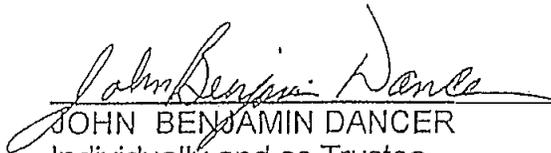
3.1 **Payment of Taxes and Other Items.** At my death:

(a) To the extent the property of my estate (other than Tangible Personal Property and any property which in Trustee's judgment does not have a readily realizable market value) is insufficient, Trustee shall pay all estate, inheritance and other taxes payable as a result of my death, including interest and penalties, but excluding taxes imposed on any generation skipping transfer of assets which are not part of my estate or of a trust I created.

(b) If a personal representative of my estate is appointed in Michigan, Trustee shall pay to the personal representative of my estate, upon written notice from the personal representative of the amounts required, but only to the extent that the property subject to probate administration is insufficient to satisfy, the following:

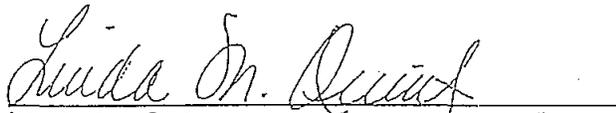
of this Agreement. I have one Child: TAYLOR JUEL DANCER (born May 21, 1996). My Spouse also has another Child: BROOKE E. ELLSWORTH (born October 11, 1979). For purposes of this Agreement, all references to Child or Children shall include both Taylor Juel Dancer and Brooke E. Ellsworth.

I sign my name to this Agreement on the date that is first written above. I declare under penalty of perjury under the laws of the State of Michigan that the statements in this Agreement are true; that this document is my Trust Agreement; that I sign it willingly or willingly direct another to sign for me; that I execute it as my voluntary act for the purposes expressed in this Agreement; and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.

  
JOHN BENJAMIN DANCER  
Individually and as Trustee

We, the witnesses, sign our names to this Agreement on the date that is first written above and declare under the penalty of perjury under the laws of the State of Michigan that all of the following statements are true: the individual signing this Agreement executes it as a voluntary act for the purposes expressed in this Agreement; each of us, in the individual's presence, signs this Agreement as a witness to the individual's signing; and, to the best of our knowledge, the individual is 18 years of age or older, of sound mind, and under no constraint or undue influence.

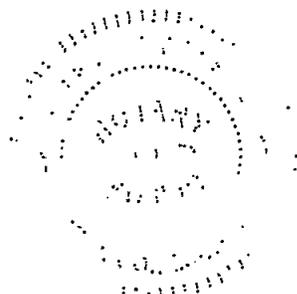
  
Rebecca L. Wareing                      Witness

  
Linda M. Quint                                      Witness

Acknowledged before me in Ingham County, Michigan, on September 11, 2000, by John Benjamin Dancer.

  
Rebecca L. Wareing                      , Notary Public  
Eaton acting in Ingham County, Michigan  
My commission expires: 10/31/2003

FRASER  
REBILCOCK  
DAVIS &  
FOSTER,  
P.C.  
LAWYERS  
LANSING,  
MICHIGAN  
48933



STANLEY  
FAMILY TRUST

We, SHERMON O. STANLEY and AMY L. STANLEY, on the 9<sup>th</sup> day of APRIL, 2009, sign this Trust Agreement ("Agreement"). We will serve as Trustees and both of us, and the survivor of us, and any successor trustee, will be called "Trustee" in this Agreement and referred to in singular neuter pronouns.

1. TRUST AND FAMILY

*1.1. TRUST NAME.* The name of this trust is the STANLEY FAMILY TRUST.

*1.2 IDENTIFICATION.* [REDACTED]

*1.3 PURPOSE.* This trust is established to provide management of assets during our lifetimes and to act as the means of distributing our assets after we have died. Trustee agrees to hold, administer and distribute the assets it receives in accordance with this Agreement.

*1.4 ADDITIONS.* We or any other person may transfer assets to the Trustee during our lifetimes or at death by assignment, Will, beneficiary designation, or any other means.

*1.5 REGISTRATION.* If permitted by law, this Trust is exempt from registration. If any controversy arises relating to the Agreement or Trust, and recourse to any probate court is required, the Agreement shall be registered and the proceedings held in a county of the Trustee's choice, in the State of Michigan.

2. REVOCATION

*2.1 AMENDMENT AND REVOCATION.* We, jointly or individually, may revoke this Agreement partially or completely or amend it in any respect during our joint lifetime. Following the death of the first of us to die, the survivor may revoke this agreement partially or completely or amend it in any respect. This power may be exercised at any time and without the consent of Trustee or anyone else, but the revocation or amendment must be in writing. No amendment, however, may change the duties, responsibilities, or compensation of Trustee without Trustee's written consent.

### 3. TRUSTEE

*3.1 ACTION BY ONE TRUSTEE.* When more than one person is serving as Trustee, any one of them, acting alone, may exercise power and authority of Trustee except that we are the only Trustees who may make discretionary distributions of income and principal to ourselves or our estates as beneficiaries without the concurrence of all incumbent co-Trustees; provided that if a corporate Trustee is serving after our deaths, only the corporate co-Trustee may make discretionary distributions of income and principal.

*3.2 QUALIFICATION AND RESIGNATION.* A successor trustee may qualify by filing a written acceptance of trust with another trustee or a beneficiary within thirty (30) days of notice of eligibility. A trustee may resign by filing a written resignation with another trustee or beneficiary.

*3.3 DISABILITY OF TRUSTEE.* The determination that an individual trustee is disabled constitutes the resignation of that person as a trustee. An individual trustee is determined to be disabled when a court of competent jurisdiction issues an order, or there is delivered to the next successor Trustee a certification by two independent licensed physicians that each has examined the Trustee and that each has concluded, based on that examination, that the Trustee no longer has the mental acuity to rationally and prudently serve as Trustee by reason of accident, physical or mental illness, progressive physical or mental deterioration, or other similar cause. Upon delivery of the certification or upon court order of incompetency, the successor Trustee shall succeed the Trustee immediately, without further court approval. We consent to the medical examination, waive all right of privilege with respect to the disclosure of information concerning our health to the successor Trustee, and authorize and direct the physicians to complete the certification required by this paragraph. Removal of disability may be established by a similar procedure.

*3.4 SUCCESSOR TRUSTEE.* When we both die, resign or are both disabled, DANIEL STEVEN STANLEY will succeed as Trustee. If DANIEL STEVEN STANLEY is unwilling or unable to serve or resigns, then AMY RENEE WILCOX will succeed as Trustee.

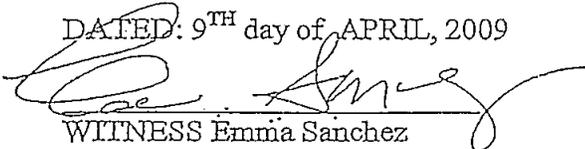
*3.5 COMPENSATION.* An individual trustee is entitled to reimbursement for out-of-pocket expenses and may receive reasonable compensation for services performed.

*3.6 TRUSTEE OBLIGATIONS.* Trustee shall exercise good faith, ordinary prudence, and reasonable care in the discharge of Trustee's duties under the terms of this Agreement. Trustee, however, is not liable for the acts, omissions, or defaults of any agent appointed with due care. A successor trustee is under no obligation to review the acts or to examine the accounts of a predecessor or any co-trustee of a predecessor. In no event shall a successor trustee be liable for acts, omissions or failures to account properly prior to the successor's qualification. Likewise, Trustee is under no obligation to review

GENERAL ASSIGNMENT TO TRUST

We, SHERMON O. STANLEY and AMY L. STANLEY, declare that the items of personal property that we own shall, for all purposes, be deemed to be owned by SHERMON O. STANLEY and AMY L. STANLEY in their capacity as Initial Trustees of the STANLEY FAMILY TRUST, dated 9<sup>TH</sup> day of APRIL, 2009, or as the Trust may subsequently be amended, including all of our right, title and interest in and to all of our tangible personal property wherever located. This Assignment shall act as delivery of such personal property and it shall be without any exception or reservation of any kind, and it shall include all of the tangible personal property presently owned by us or that we may subsequently acquire. Excluded from the scope of this Assignment, however, are those items of tangible personal property that either of us have separately assigned by written instrument or will expressly assign during our lifetime or that are disposed of under or by virtue of a holographic or any formal codicil to each of our Wills, or by specific bequest under our Wills, and any tangible personal property owned by us and used in connection with any business in which we may participate at the time of our deaths or legal incapacity and any motor vehicle either of us own or may own.

DATED: 9<sup>TH</sup> day of APRIL, 2009

  
WITNESS Emma Sanchez

  
SHERMON O. STANLEY

  
WITNESS Linda Gillespie

  
AMY L. STANLEY

STATE OF MICHIGAN  
COUNTY OF INGHAM

The foregoing instrument was acknowledged before me, this 9<sup>TH</sup> day of APRIL, 2009, by SHERMON O. STANLEY and AMY L. STANLEY.

  
Emma Sanchez  
Notary Public, Ingham County, Michigan  
My Commission Expires: 7/11/11  
Acting in the County of Ingham

EMMA SANCHEZ  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF INGHAM  
MY COMMISSION EXPIRES Jul 11, 2011  
ACTING IN COUNTY OF INGHAM

Prepared by: Beth Ellen Everson (P33706)  
6500 Mercantile Way, Suite 3  
Lansing, Michigan 48911

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STOCKBRIDGE BANCORPORATION, INC.  
 Stockbridge , Michigan  
 Fiscal Year Ending December 31, 2015

Report Item 3: Securities Holders

Current Securities Holders with ownership, control or holdings of 5% or more with power to vote <u>as of</u> fiscal year ending 12/31/2015			Securities Holders not listed in 3(1)(a) through (3)(1)(c) that had ownership, control or holdings of 5% or more with power to vote <u>during</u> the fiscal year ending 12/31/2015		
(1)(a) Name & Address (City, State, Country)	(1)(b) Country of Citizenship or Incorporation	(1)(c) Number and Percentage of Each Class of Voting Securities	(2)(a) Name & Address (City, State, Country)	(2)(b) Country of Citizenship or Incorporation	(2)(c) Number and Percentage of Each Class of Voting Securities
John Benjamin Dancer Trust #1* John Benjamin Dancer - Trustee Eaton Rapids, MI USA	USA	7,324- 15% Common Stock	NONE		
John Benjamin Dancer Eaton Rapids, MI USA	USA	573 - 1% Common Stock			
Paul C. Dancer Santa Monica, CA USA	USA	7,695 - 16% Common Stock			
Elizabeth Doty Bloxom Petoskey, MI USA	USA	5,645 - 12% Common Stock			
The Stanley Family Trust** Amy Louise Stanley - Trustee Stockbridge, MI USA	USA	5,388 - 11% Common Stock			
Sarah Coy Dancer-Lukey Sun City, AZ USA	USA	4,950 - 10% Common Stock			

\*John Benjamin Dancer Trust #1 provisions provided on separate attachment.

\*\*The Stanley Family Trust DTD 04/09/2009 provisions provided on separate

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STOCKBRIDGE BANCORPORATION, INC.  
 Stockbridge, Michigan  
 Fiscal Year Ending December 31, 2015

Report Item 4: Insiders  
 (1)(a)(b)(c) and (2)(a)(b)(c)

(1)	(2)	(3)(a)	(3)(b)	(3)(c)	(4)(a)	(4)(b)	(4)(c)
Names & Address (City, State, Country)	Principal Occupation if other than with Holding Company	Title & Position with Holding Company	Title & Position with Subsidiaries (include names of subsidiaries)	Title & Position with Other Businesses (include names of other businesses)	Percentage of Voting Securities in Holding Company	Percentage of Voting Securities in Subsidiaries (include names of subsidiaries)	List names of other companies (includes partnerships) if 25% or more of voting securities are held (List names of companies and percentage of voting securities held)
Elizabeth Doty Bloxom Petoskey, MI USA	Retired	N/A	N/A	N/A	12%	None	N/A
Jeffrey Caskey Stockbridge, MI USA	Septic service Investments	Vice Chairman & Director	Vice Chairman & Director (SSBBank)	President & Chairman Caskey & Caskey, Inc.	2%	N/A	Caskey & Caskey, Inc. 60%
John Benjamin Dancer Eaton Rapids, MI USA	N/A	Chairman/CEO & Director	Chairman/CEO & Director (SSBBank) Chairman/CEO & Director (SSBB Financial Services, Inc.)	N/A	16% John Benjamin Dancer - Trustee	N/A	N/A

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STOCKBRIDGE BANCORPORATION, INC.  
Stockbridge, Michigan  
Fiscal Year Ending December 31, 2015

## Report Item 4: Insiders

(1)(a)(b)(c) and (2)(a)(b)(c)

(1)	(2)	(3)(a)	(3)(b)	(3)(c)	(4)(a)	(4)(b)	(4)(c)
Names & Address (City, State, Country)	Principal Occupation if other than with Bank Holding Company	Title & Position with Bank Holding Company	Title & Position with Subsidiaries (include names of subsidiaries)	Title & Position with Other Businesses (include names of other businesses)	Percentage of Voting Securities in Bank Holding Company	Percentage of Voting Securities in Subsidiaries (include names of subsidiaries)	List names of other companies (includes partnerships) if 25% or more of voting securities are held (List names of companies and percentage of voting securities held)
Paul C. Dancer Santa Monica, CA USA	Broadcasting	N/A	N/A		16%	N/A	N/A
Sarah Coy Dancer-Lukey Sun City, AZ USA	Unemployed	N/A	N/A		10%	N/A	N/A
Robert C. Dickins Eaton Rapids, MI USA	N/A	President/Treasurer & Director	President & Director (SSBBank) President/Treasurer (SSBB Financial Services, Inc.)	N/A	0%	N/A	N/A
Thomas Ford Stockbridge, MI USA	Retired	Director	Director (SSBBank)	N/A	2%	N/A	N/A

**STOCKBRIDGE BANCORPORATION, INC.**  
**Stockbridge , Michigan**  
**Fiscal Year Ending December 31, 2015**

**Report Item 4: Insiders**  
**(1)(a)(b)(c) and (2)(a)(b)(c)**

(1)	(2)	(3)(a)	(3)(b)	(3)(c)	(4)(a)	(4)(b)	(4)(c)
Names & Address (City, State, Country)	Principal Occupation if other than with Bank Holding Company	Title & Position with Bank Holding Company	Title & Position with Subsidiaries (include names of subsidiaries)	Title & Position with Other Businesses (include names of other businesses)	Percentage of Voting Securities in Bank Holding Company	Percentage of Voting Securities in Subsidiaries (include names of subsidiaries)	List names of other companies (includes partnerships) if 25% or more of voting securities are held (List names of companies and percentage of voting securities held)
Rich A. Greiner Dansville, MI USA	Property manager Real estate investments Real estate investments	Director	Director (SSB Bank)	Member & Manager GFP Management LLC President & Treasurer GCI Investment Company Member & Manager Ragtime Investments, LLC Member & Manager South Side Investments, LLC Member & Manager Small Cities Investments, LLC Member & Manager Fair City Investments, LLC Member & Manager Metro South Investments, LLC Member & Manager Milford Area Investments, LLC Member & Manager Metro North Investments, LLC Member & Manager Sower Blvd. Investments, LLC Member & Manager Down River South Investments, LLC	0%	N/A	GFP Management LLC 50% GCI Investment Company 50% Ragtime Investments, LLC 50% South Side Investments, LLC 50% Small Cities Investments, LLC 50% Fair City Investments, LLC 50% Metro South Investments, LLC 50% Milford Area Investments, LLC 50% Metro North Investments, LLC 50% Sower Blvd. Investments, LLC 50% Down River South Investments, LLC 50%

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**STOCKBRIDGE BANCORPORATION, INC.**  
**Stockbridge , Michigan**  
**Fiscal Year Ending December 31, 2015**

**Report Item 4: Insiders**

(1)(a)(b)(c) and (2)(a)(b)(c)

(1)	(2)	(3)(a)	(3)(b)	(3)(c)	(4)(a)	(4)(b)	(4)(c)
Names & Address (City, State, Country)	Principal Occupation if other than with Bank Holding Company	Title & Position with Bank Holding Company	Title & Position with Subsidiaries (include names of subsidiaries)	Title & Position with Other Businesses (include names of other businesses)	Percentage of Voting Securities in Bank Holding Company	Percentage of Voting Securities in Subsidiaries (include names of subsidiaries)	List names of other companies (includes partnerships) if 25% or more of voting securities are held (List names of companies and percentage of voting securities held)
Mark Haubert Eaton Rapids, MI USA	Insurance	Director	Director (SSBBank)	President, Secretary, & Treasurer Ackley-Peters-Haubert Insurance Service, Inc.	0%	N/A	Ackley-Peters-Haubert Insurance Service, Inc. 50%
Thomas Schroeder Laingsburg, MI USA	N/A	Director	Sr. VP & Director (SSBBank)	N/A	0%	N/A	N/A
Amy Louise Stanley Stockbridge, MI USA	Retired	N/A	N/A	N/A	11%	N/A	N/A
Taylor Juel Dancer Eaton Rapids, MI USA	N/A	N/A	N/A	N/A	0%	N/A	N/A