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Pol No. 394988 LD

Inw. 265535

Zandstra, Zandstra & Muha  
2837 Highway Avenue  
Highland, Indiana

AGREEMENT TO TERMINATE HIGHLAND CHRISTENSON TRUST  
EXECUTED SEPTEMBER 1, 1966 AND AS AMENDED NOVEMBER 1, 1974.

WHEREAS, we the undersigned Philip Christenson, Lorelie Kula, Jean Brandenburg, Dale Robert Christenson, Vernon Christenson, Robert Christenson, Lynn Christenson, Dean Christenson, Dana Long, Ervy Christenson, Billy Christenson, Lela M. Dressel, Blair C. Patterson, Beth C. Falk, Chris A. Mangus, Warner Paul Christenson, and Eric Christenson constitute seventeen (17) of the twenty-two (22) beneficiaries of the aforescribed original Trust and the amendment thereto as above stated comprising 77.27272 percent of the total number of beneficiaries holding a beneficial interest in the aforescribed Trust as of this 18th day of July 1981.

AND WHEREAS, the Trustees of said Trust are Dale R. Christenson, Milford P. Christenson, Ervy L. Christenson, David A. Christenson, and Neils Peter Christenson.

AND WHEREAS, Neils Peter Christenson and David A. Christenson have violated the terms of Paragraph 6B of said Amendatory Trust Agreement executed on the First day of November 1974 by bringing action as Co-Trustees against certain other individual Trustees and individual entities without the concurrence of all the Trustees contained in the terms and conditions of said Amendatory Trust Agreement.

AND WHEREAS, rhetorical Paragraph 12 of said agreement provides for the termination of the Trust under the following terms and conditions to wit:

"12. Termination of Trust. This Trust may be terminated by a duly executed instrument for the purpose executed by no less than three-fourths of the beneficiaries holding a beneficial interest in the Trust at the time of the execution of the instrument. Upon termination of the Trust, the Trustees shall terminate the Trust in accordance with the provisions of the instrument of termination, or in lieu of such provisions, shall transfer title to the real estate to the then beneficiaries of said Trust, and shall distribute any and all other assets in accordance with the beneficial interest then held..."

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

STATE OF INDIANA, S.S. NO  
LAKE COUNTY  
FILED FOR RECORD  
JAN 20 9 27 PM 1982  
WILLIAM B. ELSKI  
RECORDER

pc  
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AND WHEREAS, the assets of said Trust are, subject to and incumbered by mortgages, liens, and claims of creditors.

AND WHEREAS, pursuant to Paragraph 10 and subparts thereof of the Amendatory Trust Agreement the interest of any beneficiary shall consist solely of the right to receive the proceeds from rentals and from mortgage sales or other dispositions of said real estate; and that such right in the avails of said real estate shall be deemed to be personal property; and,

WHEREAS, Paragraph 6B of said Amendatory Trust provides that the aforementioned Trustees shall be segregated into two (2) Groups: Group A and Group B. Group A being Trustees Dale, Milford, and Ervy Christenson and Group B being David, Neils, and Mark Christenson; said Mark Christenson having resigned as a Trustee.

AND WHEREAS, said powers to be exercised by said Trustees must be exercised only by the concurrence of all of the Trustees pursuant to the terms and conditions thereof; and,

WHEREAS, there is an impossibility of performance of the conducting of the business of the Trust pursuant to the terms and conditions of the Trust, in that (Group B surviving Trustees) David and Neils Christenson have ignored requests for Trustee action, have refused to join in or discuss Trustee action, and have failed to name a successor Trustee to the resigned Mark Christenson and said Group B Trustees have created the impossibility of performance of the intents, purposes, terms, and conditions of the Trust.

AND WHEREAS, by reason of the creation of said impossibility of performance of said Trust, the Trust has been imperilled by the filing of a certain law suit by two (2) of the purported Trustees, Dave and Neils requesting the appointment of a receiver for the Highland Christenson Trust and for an order of the Court terminating the Trust,

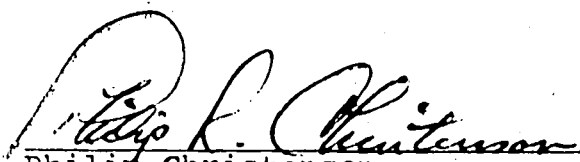
and for damages all in contravention of the terms and conditions of the Trust as originally constituted and as amended.

NOW THEREFORE, because of the aforescribed circumstances, and the creation of the impossibility of the performance by Group B Trustees, David and Neils Christenson, we the undersigned do hereby this 18th day of July 1981, pursuant to the terms and conditions of Paragraph 12 of the Amendatory Trust Agreement, execute this agreement to terminate the Trust in accordance with the provisions of this, our instrument of Agreement of Termination. In so doing, we hereby name, appoint, and constitute Milford, Ervy, and Dale Christenson as and to be the liquidating Committee of the assets of said Trust to do all things necessary and proper, including but not limited to the winding-up of the affairs of the business of this terminated Trust in the following manner to wit:

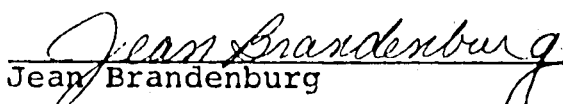
1. The Committee shall determine the fair market value of all assets of the Trust and shall prepare an inventory thereof.
2. The Committee shall determine the total liabilities.
3. The Committee shall list the creditors of the Trust in the following manner stating the amounts claimed.
  - A. Governmental agents and taxing units.
  - B. Mortgagees.
  - C. Banks holding bank notes.
  - D. Creditors holding notes including beneficiaries.
  - E. Open accounts payable.
  - F. All other creditors.
4. The Committee shall then, as in their sole discretion they deem proper, offer such of the assets for sale at such prices and upon such terms and conditions as they, in their

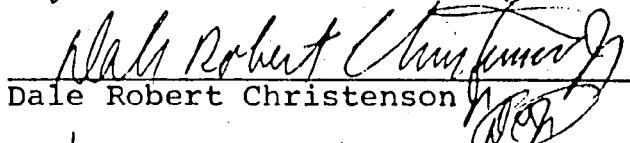
sole discretion, deem appropriate for the purpose of  
of reducing said assets to cash and to apply said cash to the  
satisfaction of the creditors or lien holders on said  
property in the order as stated in Paragraph No. 3, above.  
After all creditors have been satisfied, should there be  
any assets remaining, the Committee shall then distribute  
such assets, in cash or in kind, to the beneficiaries of  
the preexisting Trust in accordance with their interest in  
and to such assets as determined by their interest in the  
preexisting Trust. And such Committee shall have full  
right and authority, as in their discretion they deem  
appropriate to settle, compromise, and discharge any and  
all claims against the assets as in their sole discretion  
they deem appropriate.


We, the undersigned, this day have set our hands and seals  
to this our Termination Agreement and adopt this document as our  
Instrument of Termination stating the terms and conditions thereof.

  
Philip Christenson

  
Lorelie Kula

  
Jean Brandenburg

  
Dale Robert Christenson

  
Vernon Christenson

  
for Dale R. Christenson a guardian  
Robert Christenson

Lynn Christenson  
Lynn Christenson

Dean Christenson  
Dean Christenson

Dana Long  
Dana Long

Ervy Christenson  
Ervy Christenson

Billy Christenson  
Billy Christenson

Lela M. Dressel  
Lela M. Dressel

Blair C. Patterson  
Blair C. Patterson

Beth C. Falk  
Beth C. Falk

Chris A. Mangus  
Chris A. Mangus

Warner Paul Christenson  
Warner Paul Christenson

Eric Christenson  
Eric Christenson

On this date, July 16, 1981, Warner Paul Christenson, appeared before me and signed this document.

NOTARY PUBLIC: Debra Bartholomew  
my COMMISSION EXPIRES: March 6, 1982

