

1615 DAVIS ST.
Whiting 46394

93042711

TESSIE K. MANSON REVOCABLE TRUST

Under Trust Agreement dated , 1993.

I, TESSIE K. MANSON, of 1615 Davis Avenue, Whiting, IN 46394, do hereby establish and create the TESSIE K. MANSON REVOCABLE TRUST. I now own the property listed in detail in the Schedule A attached hereto and made a part hereof, and desire to transfer, assign and convey the same to myself as Trustee, to be held in the Trust. Pursuant to the declarations contained in this document, I, as Trustee and any Successor Trustees, agree to administer such property together with any other property received by such Trustees as follows:

ARTICLE I
Document is NOT OFFICIAL!

1. The law of Illinois shall govern the validity and interpretation of this Agreement and the properties relating to the management and administration of the trusts created herein. The term "Trustee" or "Trustees" as used in this instrument, whether in the singular or plural, shall apply to all persons or institutions serving as Trustees of this Trust, and shall be defined to include Co-Trustees and Successor Trustees.

2. As Grantor and Trustee, I retain the right to direct all investments, remove Trustees and appoint Successor Trustees. I further reserve the right to revoke this Trust or make any amendments hereto which I desire without revoking this Trust. Such amendments or revocation shall be by signed instruments delivered to the Trustees during my lifetime.

3. I retain the right to transfer additional property to the Trust by deed, assignment or will.

4. I may cause insurance policies insuring my life to be made payable to the Trust. I retain all rights under the policies, including the right to acquire physical possession of the policies which have been deposited with a Trustee, and the Trustee shall not be responsible for paying any premiums or assessments on the policies.

5. Upon my death, the Trustee shall collect the net insurance proceeds and all other property payable or distributable to the Trustee. The Trustee need not litigate to collect proceeds or other property without indemnification satisfactory to the Trustee, and may make any compromise the Trustee deems best in the collection of such proceeds or other property. The receipt of the proceeds by the Trustee shall discharge any insurance company, which need not take notice of this agreement or see to the application of any payment.



STATE OF INDIANA, S.M.O.
LAKE COUNTY
FILED FOR RECORD
JUN 11 1993
SANDY L. ELICH
CLERK

01566 7400

ARTICLE II

During my life, the Trustee shall administer the trust as follows:

1. The Trustee shall distribute to me the net income. The Trustee shall also distribute to me as much principal as I from time to time direct orally or by signed instruments delivered to the Trustee.

2. During any period of time in which I am under a legal disability or in which I am unable to manage my financial affairs, the Trustee shall distribute to or for me, and any person dependent upon me, as much net income and principal as the Trustee from time to time considers desirable for the comfortable support, medical care, best interests and education of me, and any such person dependent upon me, adding any undistributed net income to principal from time to time.

Document is NOT OFFICIAL
This Document is the property of
the Lake County Recorder!

3. I shall be deemed unable to manage my financial affairs if I am unable to give prompt and intelligent attention to the management of my assets. The determination that I am unable to manage my financial affairs shall be made by both of my children, acting jointly, or by my Successor Trustee. Any such determination shall be in writing, shall be delivered to me and to the Trustee and shall continue until a determination in writing by the Trustee or by my two children that such incapacity no longer exists.

4. Notwithstanding the foregoing, while I am alive and not unable to manage my financial affairs:

(a) No sale or investment shall be made without my written approval, unless I fail to indicate my approval or disapproval of any proposed sale or investment within 10 days after being requested to do so in writing; and

(b) I shall have the power to direct the retention or sale of any trust assets and the purchase of property with any principal cash in the trust.

(c) If requested by me, in writing, or if I am unable to manage my financial affairs (as set forth in ARTICLE II, paragraphs 2. and 3. hereof), the Trustee shall pay from income or, if insufficient, from principal, such bills as I may incur.

I may at any time or times, with or without right of revocation, by a writing delivered to the Trustee delegate to any other person or to the Trustee or relinquish any or all of the powers reserved to me hereunder.

The statement of the Trustee that he or they are acting according to this section shall fully protect all persons dealing with the Trustee. The Trustee shall have no responsibility for any loss that may result from acting in accordance with this section.

ARTICLE III

Upon my death, the Trustee shall:

1. Make provision for the payment out of the principal of the Trust (excluding as a source of payment, the proceeds of any interest I may have had in any employee pension or profit sharing plan paid to the Trustees by reason of my death and any gratuitous payment made to the Trustees by my employer after my death), without seeking reimbursement from any person, of such portion or all of my debts, expenses of last illness and burial, costs of administration of my Estate and inheritance and estate taxes, including interest and penalties thereof, becoming payable by reason of my death, as the Executor or Administrator of my Estate shall certify to the Trustees cannot be paid out of the residue of my probate Estate. None of the foregoing payments shall be made out of any asset not otherwise includable in my Estate for Federal Estate Tax purposes.

2. Divide the remaining principal and all accrued and undistributed net income as follows, and upon such distribution this Trust shall terminate:

A. Fifty (50%) Percent thereof to my beloved son, DEAN MANSON, to have and to hold as his own property forever.

B. Fifty (50%) Percent thereof to my beloved daughter, JOYCE DEVARIS, to have and to hold as her own property forever.

C. In the event that either of my children, DEAN MANSON or JOYCE DEVARIS predeceases me, without leaving descendants, his or her share shall go to the survivor of them.

D. In the event either of my children predeceases me leaving descendants, the share shall go to his or her descendants, per stirpes, but subject to the terms of any Trusts created under

Article IV for those descendants who have not reached 21 years of age upon my death.

ARTICLE IV

If any share of the trust becomes distributable to a beneficiary under age twenty-one, the possession of such share by such beneficiary shall be postponed. The Trustee may distribute such share to a custodian for the beneficiary under a Uniform Transfers to Minors Act or may retain such share for the benefit of the beneficiary. If such share is retained, the Trustee may distribute to the beneficiary as much net income and principal as the Trustee considers desirable for the comfortable support, medical care, best interests and education of the beneficiary, considering the income of the beneficiary from all sources known to the Trustee, adding any undistributed net income to principal from time to time. When the beneficiary reaches age twenty-one the Trustee shall distribute the principal and any accrued and undistributed net income to the beneficiary, and if the beneficiary dies before reaching age twenty-one, the Trustee shall distribute such principal and any accrued and undistributed net income to the estate of the beneficiary. Upon said distributions of such principal and undistributed net income, the appertaining Trusts shall terminate.

ARTICLE V

1. While any Trust created by this instrument is in existence, the Trustee shall make distributions of net income which are mandatory at least quarter-annually.

2. In considering distributions for any beneficiary the Trustee shall consider the resources and income of such beneficiary from all sources known to the Trustee, the obligations, if any, of such beneficiary to support others and the obligations, if any, of others to support such beneficiary.

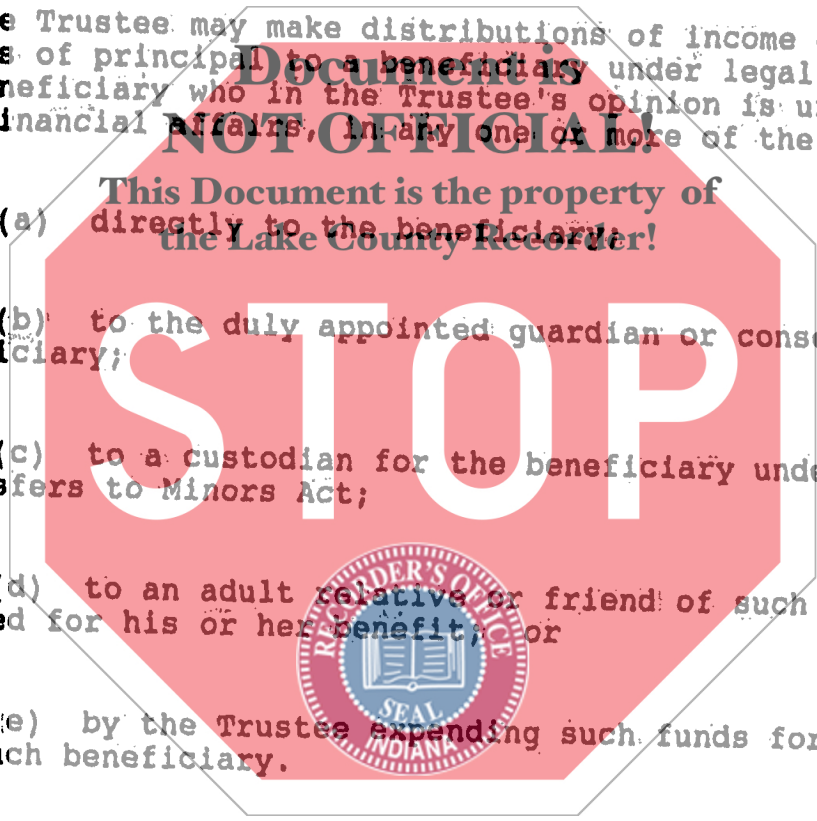
3. The interests of any beneficiary in net income or principal shall not be subject to any claims of any creditor or any claims for alimony or separate maintenance and may not be transferred or encumbered, except that this shall not restrict the exercise of any power of appointment.

4. The Trustee may distribute the principal and any accrued and undistributed net income of any trust which the Trustee determines to have a principal value of less than fifty thousand dollars to the beneficiaries in proportion to their interests in the net income, or,

to the extent their interests in the net income are determined by the exercise of discretion by the Trustee, to the beneficiaries equally.

5. Any trust which has not vested within twenty-one years after the death of the survivor of the beneficiaries living at the date this instrument becomes irrevocable shall vest in the beneficiaries to whom the net income then is or may be distributed and shall be immediately distributed to such beneficiaries in proportion to their interests in the net income, or to the extent their interests in the net income are determined by the exercise of discretion by the Trustee, to the beneficiaries equally.

6. The Trustee may make distributions of income or discretionary distributions of principal to a beneficiary under legal disability or to any other beneficiary who in the Trustee's opinion is unable to manage his or her financial affairs, in any one or more of the following ways:

- Document is NOT OFFICIAL!**
This Document is the property of the Lake County Recorder!
- (a) directly to the beneficiary;
- (b) to the duly appointed guardian or conservator of the beneficiary;
- (c) to a custodian for the beneficiary under a Uniform Transfers to Minors Act;
- (d) to an adult relative or friend of such beneficiary to be expended for his or her benefit; or
- (e) by the Trustee expending such funds for the benefit of such beneficiary.
- 

7. Income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the Trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest, except that upon the death of the settlor the undistributed income shall be added to principal.

ARTICLE VI

1. The Trustee shall have the following powers and, except to the extent they may be inconsistent with such powers, all other powers now or hereafter conferred by law:

(a) To retain any property or interests in property received by the Trustee, including closely held corporate stock, general and limited partnerships and other interests in business ventures, regardless of any lack of diversification, risk or non-productivity;

(b) To invest and reinvest the trust property in stocks, bonds, common trust funds, notes, mortgages, bank deposits, options, futures contracts, limited partnership interests, shares of registered investment companies or other property, real or personal, without being limited by any statute or rule of law regulating investment by Trustees, to exercise stock options, and to lend money under such terms and conditions as the Trustee deems best;

(c) To sell at public or private sale, lease for any term even though such term will extend beyond the termination of the trust, contract to sell, ~~This Options to purchase, exchange, abandon or otherwise deal with the trust property on any terms it deems best;~~

(d) To operate, maintain, improve, subdivide, grant easements, give consents, dedicate any interest in real estate, and enter into contracts relating to real estate or its use for any period of time though commencing in the future or extending beyond the term of the trust;

(e) To borrow money from any source, including the Trustee individually, and to pledge, mortgage, or otherwise encumber trust property for such purpose;

(f) To purchase property from, sell property to, or otherwise deal with the fiduciary of any estate or trust in which I or any beneficiary may have an interest, even though the Trustee is such fiduciary;

(g) To purchase and keep in force insurance of an appropriate nature and form and in a reasonable amount for the protection of the trust property and the ownership thereof;

(h) To pay taxes and reasonable expenses incurred in administering the trust property and to reimburse the Trustee for such taxes or expenses so paid;

(i) To employ attorneys and other agents and delegate powers to them;

(j) To exercise all the rights and powers of an individual owner with respect to securities included in the trust property, including voting of securities in person or by proxy, participating in voting trusts, mergers, consolidations, foreclosures, reorganizations or liquidations, and the exercising or selling of subscription or conversion rights;

(k) To hold property in the name of a nominee or in bearer form and to deposit trust property with a depository or clearing corporation;

(l) To compromise, contest, prosecute, settle or abandon any claims or other charges in favor of or against any trust or the trust property;

(m) To divide, allocate or distribute any trust property wholly or partly in kind and to allot different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts and to determine the value of trust property for such purposes, without any duty of impartiality to the beneficiaries or trusts affected thereby unless otherwise provided in this agreement;

(n) To make loans to a beneficiary and to take adequate security therefor;

(o) To have all of the rights, powers and duties given to or imposed upon the Trustee during the period between the termination of the trust and the distribution thereof and during any period in which any litigation is pending which may void or invalidate the trust in whole or in part or in any other way affect the rights, powers, duties or discretions of the Trustee;

(p) To deal with the Trustee of any pension or profit-sharing trust or individual retirement account in which the Trustee shall be designated a beneficiary and to elect optional modes of settlement or proceeds due the Trustee under any such trust;

(q) To establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion;

(r) To purchase United States Treasury bonds redeemable at par in payment of the federal estate tax;

(s) To rely on any evidence the Trustee considers sufficient in making a distribution to any beneficiary, and to have all other rights and powers and perform all other acts which the Trustee considers desirable for the proper administration of any trust; and

(t) To make any elections under the tax laws which the Trustee deems appropriate, including but not limited to, the election to allocate my generation-skipping tax exemption, elections concerning the taxable year of the trust estate, the date of valuation of the assets of the trust estate for Federal estate tax purposes, and using administrative expenses as estate or income tax deductions.

2. If, at any time, any trust property is situated in a jurisdiction in which the Trustee is unable or unwilling to act, any person (who may be an officer or employee of the Trustee), bank or trust company wherever situated as may be appointed in an instrument signed by the Trustee shall act as Trustee with respect to that property, and that Trustee and every successor trustee so appointed shall have all the title, powers and discretion with respect to that property that are given to the Trustee. The net income from that property and any net proceeds of its sale shall be paid over to the appointing Trustee. The Trustee may remove any Trustee appointed pursuant to this paragraph by a signed instrument delivered to the appointed Trustee and appoint another, including the appointing Trustee.

3. The Trustee may transfer the situs of the trust property to any other jurisdiction as often as the Trustee considers desirable. In so doing the Trustee may appoint as substitute Trustee any person, bank or trust company, wherever situated, by a signed instrument delivered to the substitute Trustee and may confer upon the substitute Trustee any or all of its rights, powers and duties. The Trustee may remove the substitute Trustee by a signed instrument delivered to the substitute Trustee and shall thereupon again become Trustee or may appoint another substitute Trustee.

4. Anyone dealing with the Trustee need not take notice of this instrument or see to the application of any payment or property delivered to the Trustee.

5. The Trustee shall be entitled to reasonable compensation for his, her or its services. During the Settlor's lifetime, the Trustee's compensation shall be paid from income. Thereafter one-half of the Trustee's regular compensation shall be paid out of income and one-half out of principal, except that the Trustee shall have full discretion to pay a larger portion or all of its regular compensation out of income.

6. The Trustee at least annually shall furnish to the adult beneficiaries entitled to receive the income from the trust property an account of its receipts and disbursements and a statement of assets.

7. If, at any time, the Trustee is holding any trust under this instrument for the primary benefit of any person or persons for whose primary benefit the Trustee is holding any other trust upon substantially the same terms, created by me under this or any other instrument or by any member of my family, the Trustee may in its discretion commingle and merge them and hold them as a single trust. The determination that the trusts have substantially the same terms shall be made by the Trustee and shall be binding on all parties.

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

1. I am the original Trustee under this Trust and shall have all the powers, authority and obligations contained in this Trust Agreement. In the event I resign or otherwise fail or cease to act as Trustee, I hereby appoint as Successor Trustee my beloved daughter, JOYCE DEVARIS, to act as First Successor Trustee, with all of the powers, authority and obligations of the original Trustee. In the event the First Successor Trustee resigns or otherwise fails or ceases to act as Successor Trustee, I hereby appoint the following, one at a time and in the order named, as Successor Trustees, with all of the powers, authority and obligations of the original Trustee:

(a) My beloved son, DEAN MANSON, as Second Successor Trustee.



2. The Trustee or Successor Trustee may resign at any time by a signed instrument delivered to me, or if I am deceased or under a legal disability, to the beneficiaries to whom the net income then is or may be distributed.

3. If the Trustee, or Successor to the Trustee, resign or otherwise fail or cease to act, the majority in interest of the beneficiaries to whom the net income then is or may be distributed shall appoint as Successor Trustee any individual or any bank or trust company wherever situated, by a signed instrument delivered to the Successor Trustee.

4. Title to the trust property shall vest forthwith in any Successor Trustee hereunder. Any Successor Trustee appointed as provided herein, shall accept such office upon his or its appointment by a written instrument duly executed by such Successor Trustee and

delivered to each income beneficiary hereunder. Every Successor Trustee shall have all the powers given the original Trustee. No Successor Trustee shall be personally liable for any act or omission of any predecessor.

5. The beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of income from the trust may approve the accounts of the Trustee with the same effect as the approval of the accounts by a court of competent jurisdiction. A Successor Trustee shall accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

6. The guardian of the estate of a person under legal disability or the guardian of the person, parents or surviving parent of a person for whose estate no guardian has been appointed shall act under this Article for that person.

**This Document is the property of
the Lake County Recorder!**

ARTICLE VIII

In the event that any successor corporate Trustee, shall at any time or times hereafter become consolidated with any other corporation or shall reorganize or reincorporate, or sell, transfer or assign substantially all of its assets or business to any other corporation, then the corporation so formed by said consolidation, reorganization or incorporation, or the corporation that shall so acquire the assets and succeed to the business of the said Trustee, shall become Trustee hereunder with the same force and effect and with the same duties, powers, titles, discretions and privileges as if it had been originally appointed as such Trustee hereunder.

This agreement is entered into on May 14, 1993.

Tessie K. Manson

TESSIE K. MANSON,
as Grantor and Trustee.