

TRUST AGREEMENT

**COPY FOR YOUR
INFORMATION**

THIS TRUST AGREEMENT dated this 16th day of October, 1981, is to certify that Sandra Gross and Jack Gross, as Trustees hereunder, are about to take legal and equitable title to the following described real estate in Lake County, Indiana, to-wit:

commonly known as _____, Indiana.

When the Trustees have taken title to the property or have accepted in writing title to any other property conveyed to them as Trustees hereunder, the Trustees will hold it ("the property") for the uses and purposes and on the trusts herein stated. Any other real or personal property conveyed to the Trustees without written acceptance by the Trustees shall not be subject to this Agreement.

The following persons and their successors in interest ("beneficiaries"), shall be entitled to the earnings, avails and proceeds of the property in the following proportion:

Gross Properties, Inc., an Indiana corporation: 100%

The interest of every beneficiary and of any person who may become entitled to any interest under this Trust Agreement shall consist only of the power to direct the Trustees with title to the property; the power to manage, possess, use and control the property; and the right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the property. Such rights and powers shall be personal property and may be assigned as such. On the death of any beneficiary, his interest, except as otherwise specifically provided, shall pass to his executor or administrator and not to his heirs at law. No beneficiary at any time shall have any right, title or interest in or to any portion of the legal or equitable title to the property. The death of any beneficiary shall not terminate the trust or affect the rights or powers of the Trustees or of the beneficiaries except as provided by law.

No assignment of any beneficial interest shall be binding on the Trustees until the original or executed duplicate of the assignment is delivered to the Trustees and accepted by them in writing. Every assignment of any beneficial interest, the original or duplicate of which shall not have been so delivered to and accepted by the Trustees, shall be ineffective as to all subsequent assignees or purchasers without notice.

The Trustees shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes. The beneficiaries will make all such returns and reports, and pay general real estate and all other taxes or charges payable with respect to the property and to the earnings, avails and proceeds of the property or based on their interest under this Agreement.

If the Trustees shall make any advances on account of this Trust or the property or shall incur any expense by reason of being made a party to any litigation in connection with this Trust or the property, or if the Trustees shall be compelled to pay any money on account of this Trust or the property, whether for breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the beneficiaries jointly and severally on demand shall pay to the Trustees, with interest at the highest rate per annum permitted by law the amount of all such expenses, advances or payments made by the Trustees, plus all its expenses, including attorneys fees. The Trustees shall not be obliged to convey, transfer or otherwise deal with the property or any part of it until all of the payments, advances and expenses made or incurred by it shall have been paid, with interest.

The Trustees shall not be obligated to pay any money for this Trust or the property or to prosecute or defend any legal proceeding involving this Trust or the property unless they shall elect to do so and be furnished with sufficient

funds or be indemnified to their satisfaction. If the Trustees are served with process or notice of legal proceedings or of any other matter concerning the Trust or the property, the sole duty of the Trustees shall be to forward the process or notice by certified or registered mail to the person named herein as the person to whom inquiries or notices shall be sent, or, in the absence of such designation, to the beneficiaries. If the process or notice relates to the interest of a specific beneficiary, the Trustees shall forward such process or notice by such mail to that beneficiary. The latest address appearing on the records of the Trustees shall be used for all mailings.

It shall not be the duty of the purchaser of the property or of any part of it to see to the application of the purchase money, nor shall anyone who may deal with the Trustees be required or privileged to inquire into the necessity or expediency of any act of the Trustees, or into the provisions of this Agreement.

This Agreement shall not be recorded in the county in which the property is situated, or elsewhere, but any recording shall not be notice of the rights of any person derogatory to the title or powers of the Trustees.

The Trustees may at any time resign by sending by registered or certified mail a notice of such intention to each of the then beneficiaries at his latest address appearing on the records of the Trustees. Such resignation shall become effective twenty (20) days after such mailing. On such resignation, a successor may be appointed in writing by the persons then entitled to direct the Trustees in the disposition of the property, and the Trustees shall thereupon convey or transfer the property to such successor. If no successor is named as above provided within twenty (20) days after the mailing of such notices by the Trustees, the Trustees may convey or transfer the Trust property to the beneficiaries in accordance with their interest hereunder, and the conveyance may be recorded or registered, as the case may be, by the Trustees and such recording or registration shall constitute delivery of the conveyance or transfer to the beneficiaries. The Trustees, at their option, may file a complaint for appropriate relief in any court of competent jurisdiction.

Every successor trustee shall become fully vested with all the title, estate, rights, powers, trusts and shall be subject to the duties and obligations, of its predecessor.

It is agreed by the parties and by any person who may hereafter acquire any interest in this Trust, that the Trustees will deal with the property and with any cash or other personal property which may have become subject to the Trust only when authorized to do so in writing.

On the written direction of the President and the Secretary of Gross Properties, Inc., the Trustees will make deeds for, or mortgages or trust deeds (which may include a waiver of the right of redemption from sale under an order or decree of foreclosure) or execute leases or otherwise deal with the title to the property or cash or other personal property subject to the trust. The beneficiaries by written instrument delivered to the Trustees may revoke the foregoing power of direction and designate the person thereafter to exercise the power. Such interest shall be signed by all the then beneficiaries or by such of them as shall have theretofore been agreed on in writing. Where the power of direction is held by a person who is not a beneficiary, or by less than all the beneficiaries, such person shall act as a fiduciary unless the beneficiaries shall have otherwise agreed in writing. The Trustees shall not be required to inquire into the propriety of any direction.

The Trustees shall not be required to assume any personal obligation or liability in dealing with the property or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with title to the property so long as any money is due to it hereunder.

The beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the property and the Trustees shall have no right or duty in respect to any such matters. The beneficiaries shall have the right to execute leases and collect rents in their own names or through their agents. The Trustees shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the property, except on written direction accepted by them as above provided and after the payment to them of all money necessary in their opinion to carry out the directions without liability to them. The beneficiaries are not the agents of the Trustees for any purpose and do not have any

authority to contract or execute leases or to do any other act for or in the name of the Trustees or to obligate the Trustees personally or as Trustees.

No instrument of conveyance or transfer executed by the Trustees shall contain any covenants or warranty, unless the beneficiaries agree to indemnify the Trustees with regard to them.

Notwithstanding the foregoing limitations upon their powers and duties, the Trustees shall have and shall exercise with reasonable care the following powers and duties:

- (1) Hold title to the Trust property until properly required to convey or until divested of title;
- (2) Receive, inspect, analyze and properly act upon all directives, communications and instruments from beneficiaries, their agents, and attorneys, and others;
- (3) Receive, analyze and properly forward or give notice of notices, petitions, hearings, subpoenas, summonses, tax and special assessment matters, and other legal matters affecting the trust estate;
- (4) Comply with the provisions of law governing express trusts;
- (5) Receive, inspect, analyze, execute and transmit all deeds, mortgages, notes, options, easements, leases and other instruments relating to or affecting the trust property upon receiving proper directives or orders and communication in connection therewith in such manner as the Trustees deem necessary;
- (6) Keep proper records relative to their trusteeship, and furnish copies thereof as required by law.

In this Agreement, the plural includes the singular, and vice-versa, and the masculine gender includes the feminine, and shall bind and inure to the benefit of the heirs, personal representatives and assigns of all parties hereto.

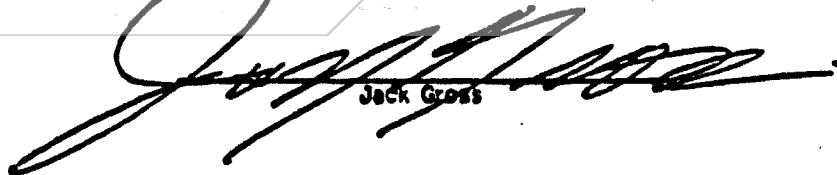
The names of any beneficiaries may not be disclosed to the public.

All written inquiries and legal notices are to be forwarded to Jack Gross, 1160 North Shelby, Gary, Indiana, 46403.

IN WITNESS WHEREOF, the undersigned have executed this Agreement of Trust as of the date above written.

TRUSTEES:


Sondra Gross


Jack Gross

BENEFICIARY:

GROSS PROPERTIES, INC.

BY:


Its Authorized Officer

ATTEST:


Secretary