

Revocable Trust Agreement

I, Maxine O'Brien, of Lake County, Indiana ("Settlor"), transfer to Marcia Viron of Grand Traverse County, Michigan and Karen Galocy, of Lake County, Indiana ("Co-Trustees"), all the property described in Exhibit A attached to this Trust Agreement to constitute, together with any other property that may become subject to this Trust Agreement, the "Trust Estate." The Trust Estate shall be held, administered, and distributed by the Co-Trustees as provided in this Trust Agreement. The Co-Trustees may act together or separately as they shall agree, and the act of one Co-Trustee shall bind the other and the Trust. References herein to "Trustee" shall refer to both or either of the Co-Trustees.

ARTICLE 1. RIGHTS RESERVED TO SETTLOR

Additions to Trust

1.01. The Settlor shall have the right at any time, either during her life or by Will at her death, to add other property acceptable to the Trustee to the trust created by this Agreement. Any additional property, when received and accepted by the Trustee, shall become a part of the Trust Estate of this trust.

Power to Change or Revoke Trust

1.02. While living, the Settlor may, at any time and from time to time, by written notice signed by the Settlor and delivered to the Trustee, act as follows:

- (1) Revoke or change the interest of any beneficiary in the trust created or to be created pursuant to this Agreement.
- (2) Amend any provision of this Agreement or any amendment to this Agreement
- (3) Revoke in whole or in part any trust or trusts created by or to be created pursuant to this Agreement.
- (4) Withdraw all or any part of the Trust Estate.

Trust Irrevocable on Death of Settlor

1.03. On the death of the Settlor the trust created by this Agreement shall become irrevocable and shall not be subject to amendment.

ARTICLE 2. DISTRIBUTIONS BY TRUSTEE

Net Income to Settlor

2.01. During the life of the Settlor, the Trustee shall pay to the Settlor, or apply for the benefit of the Settlor, all of the net income from the Trust Estate. These distributions shall be made in monthly or other convenient installments unless otherwise directed in writing by the Settlor.

Invasion of Principal for Settlor

2.02. Should the Settlor become incompetent or, in the judgment of the Trustee, unable for any reason to act in her own behalf, the Trustee may in its discretion pay to, or apply for the benefit of, the Settlor any amounts from the principal of the Trust Estate, in addition to the net income from the Trust Estate. The Trustee may invade the Trust Estate as it deems necessary or advisable for the Settlor's use and benefit or support and maintenance to the extent of the entire Trust Estate.

cl # 2108
2/9/08

Payment of Settlor's Funeral Expenses and Death Taxes

2.03. On the death of the Settlor, the Trustee shall pay either from the income or principal of the Trust Estate, at its discretion, the expenses of the Settlor's last illness, funeral, and burial. The Trustee shall pay any federal estate tax and any state death taxes that may be due by reason of the Settlor's death, unless the Trustee, in its discretion, determines that other adequate provisions have been made for payment of those expenses and taxes. However, the trustee shall use any United States Treasury Bonds in its possession to pay any estate taxes in accordance with Paragraph 3.07.

Income to Settlor's Children After Settlor's Death

2.04. After the death of the Settlor and payment of the expenses of her last illness and funeral, this trust shall terminate and all the Trust Estate then in the possession of the Trustee shall be distributed by the Trustee free of trust to the children of the Settlor as a class gift. The issue of any child who dies before the Settlor takes his or her parent's share.

ARTICLE 3. POWERS AND DUTIES OF TRUSTEE

Retain Investments of Settlor

3.01. The Trustee is authorized to retain in the trust for as long as it deems advisable any property, including shares of its own stock, received by it from the Settlor, whether or not such property is of the character permitted by law for the investment of trust funds. Further, the Trustee may operate any business or property received by it from the Settlor at the risk of the Trust Estate.

Management of Trust Property

3.02. The Trustee may exercise the following powers with respect to any and all property that may at any time be held by it in trust pursuant to this Agreement, whether the property constitutes principal or accumulated income of any trust provided for in this Agreement, in its discretion at any time on the terms and in the manner as the Trustee deems advisable, to act as follows:

- (1) Sell, convey, exchange, convert, improve, repair, manage, operate, and control.
- (2) Lease for terms within or beyond the term of the trust provided for in this Agreement and for any purpose, including exploration for and removal of gas, oil, and other minerals; and enter into any covenants and agreements relating to the leased property or any improvements that may be erected on the property.
- (3) Encumber or hypothecate for any trust purpose by mortgage, deed of trust, pledge, or otherwise.
- (4) Carry insurance of the kinds and in the amounts that the Trustee deems advisable at the expense of the trust provided for in this Agreement.
- (5) Commence or defend at the expense of the trust any litigation with respect to the trust or any property of the Trust Estate as it may deem advisable.
- (6) Invest and reinvest the trust funds in property that the Trustee deems advisable, whether or not of the character permitted by law for the investment of trust funds [add if corporate trustee:, specifically including, but not by way of limitation, interests in any common trust fund or funds in existence or to be established and administered by the Trustee solely for the investment of trust funds].

Power to Purchase United States Treasury Bonds for Payment of Federal Estate Tax

3.07. The Trustee is authorized to purchase United States Treasury Bonds for redemption at par in payment of federal estate tax, and to borrow money for that purpose. The Trustee is requested to exercise this authority, in particular, at any time when it appears that the Settlor is seriously ill, whether or not the Settlor is competent at that time. Notwithstanding any other provision of this Agreement, the Trustee shall use any United States Treasury Bonds it has in its possession that would be eligible for redemption at par to pay federal estate tax due on the Settlor's estate to the extent eligible under the Internal Revenue Code.

Determination of Principal and Income

3.08. Except as otherwise specifically provided in this Agreement, the Trustee has full power and authority to determine, in its discretion, what constitutes principal of the Trust Estate, gross income from the Trust Estate, and net income of the Trust Estate distributable under the terms of this Agreement. The determination of the Trustee as to what constitutes principal, gross income, or net income of the Trust Estate shall, except as may be otherwise expressly provided in this Agreement, be conclusive and binding on all persons in any manner interested in the trust created pursuant to this Agreement.

Property Taxes and Expenses

3.09. All property taxes, assessments, fees, charges, and other expenses incurred by the Trustee in the administration or protection of the trust created by this Agreement, including the compensation of the Trustee provided for in this Agreement, shall be a charge on the Trust Estate and shall be paid by the Trustee before final distribution of the Trust Estate:

- (1) In full out of the principal;
- (2) In full out of the income of the Trust Estate; or
- (3) Partially out of the principal and partially out of the income of the Trust Estate.

The payments shall be made in the manner and proportions as the Trustee deems advisable. The Trustee's determination regarding the payment of these expenses and charges from the principal or income of the Trust Estate or partially from each is conclusive and binding on all persons in any manner interested in the trust created by this Agreement.

Elections Under Tax Laws

3.10. The Trustee may make any elections under the federal and state income and death tax laws applicable to the Trust Estate that the Trustee determines should be made for the benefit of the trust beneficiaries. No compensating adjustments between principal and income shall be made even though the elections made under the tax laws by the executor of Settlor's estate or the Trustee may affect, beneficially or adversely, the interests of the beneficiaries. The actions of the Trustee shall be binding on all beneficiaries.

Trustee's Duties on Revocation

3.11. If the entire trust is revoked by the Settlor, the Trustee shall transfer the entire Trust Estate to the Settlor. The Trustee shall execute and deliver to the Settlor all instruments that are necessary or appropriate to release all interests of the Trustee in the trust.

ARTICLE 4. ADMINISTRATIVE PROVISIONS

Undistributed Income on Termination of Beneficial Interest

4.01. Whenever the right of any beneficiary to payments from the net income or principal of the Trust Estate shall terminate, either by reason of death or other cause, any accrued or undistributed net income from the Trust Estate undistributed by the Trustee on the date of the termination shall be held, administered, and distributed by the Trustee in the same manner as if the income had accrued and been received by the Trustee after the date when the beneficiary's right to receive payments from the trust terminated.

Other Income of Beneficiary for Discretionary Payments

4.02. In exercising its discretionary authority under this Agreement to make payments to or for the benefit of any beneficiary from the net income or principal of the Trust Estate, the Trustee shall consider any income or other means of care, maintenance, support, or education available to the beneficiary from sources outside the trust that may be known to the Trustee. The determination of the Trustee with respect to the necessity for and the amounts of any discretionary payments made to or for the benefit of any beneficiary shall be conclusive on all persons in any manner interested in the trust created by this Agreement.

Payments to Minors

4.03. Whenever payment is to be made to or for the benefit of a minor, the Trustee may make the payment directly to the minor as an allowance, or to the parent or guardian of the minor, or to any other person having the care and control of the minor or with whom the minor may reside. The receipt by any such person for any payment to or for a minor shall completely discharge the Trustee as to the amounts so paid.

Payments to Incompetents

4.04. Whenever payment is to be made to an incompetent, the Trustee may make the payment to his or her guardian.

Definition of "Incompetent" and "Incompetency"

4.05. The terms "incompetent," "incompetency," or other words of similar import as used in this Agreement shall be construed to refer to all situations in which a guardian of the person or estate of any person having rights under this Agreement has been appointed by a court of competent jurisdiction for any reason other than minority. Any person having rights under this Agreement shall be deemed competent and that competency shall be unquestioned by the Trustee until a court of competent jurisdiction has appointed a guardian for the person or estate of the person.

Distribution in Kind or in Cash

4.06. On any partial or final distribution of the assets of the Trust Estate and on any division of the assets of the Trust Estate into shares or partial shares, the Trustee may distribute or divide the assets in kind, may distribute or divide undivided interests in the assets, or may sell all or any part of the assets and make distribution or division in cash, in kind, or partly in cash and partly in kind. The decision of the Trustee, either before or on any division or distribution of the assets, as to

what constitutes a proper division of the assets of the Trust Estate shall be binding on all persons in any manner interested in the trust provided for in this Agreement.

Definition of "Issue" and "Children"

4.07. The terms "issue" and "children" as used in this Agreement mean lawful lineal descendants of the indicated person and do include legally adopted children.

ARTICLE 5. RESIGNATION AND COMPENSATION OF TRUSTEE

Resignation of Trustee

5.01. A Trustee shall have the right to resign at any time. On the resignation of the one Co-Trustee, the remaining Trustee shall have the power to act as sole Trustee without the need for the appointment of a Co-Trustee. On the resignation of the sole remaining Trustee, the Settlor shall appoint a successor Trustee. In the event of the failure, refusal, or inability of the Settlor to appoint a successor Trustee, the Trustee or any beneficiary of the trust provided for in this Agreement may secure the appointment of a successor Trustee by a court of competent jurisdiction.

Rights and Powers of Successor Trustee

5.02. Any successor Trustee appointed as provided in Paragraph 5.01, above, because of the death, resignation, or other act of the Trustee, shall immediately succeed to all title of the Trustee to the Trust Estate and to all powers, rights, discretions, obligations, and immunities of the Trustee under this Agreement with the same effect as though the successor were originally named as Trustee in this Agreement.

ARTICLE 6. CONSTRUCTION OF TRUST

Applicable Law

6.01. The trust created by this Agreement has been accepted by the Trustee in the State of Indiana, will be administered by the Trustee in Indiana, and the validity, construction, and all rights under this Agreement shall be governed by the laws of the State of Indiana.

Severability

6.02. Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall continue to be fully effective.

Notices

6.03. Any notices or other communication required or permitted by this Agreement to be delivered to or served on the Trustee shall be deemed properly delivered to, served on, and received by the Trustee when personally delivered to the Trustee or, if corporate trustee, to the trust officer of the Trustee. However, in lieu of personal service, notice shall be deemed to be delivered when deposited in the United States mail, certified mail with postage prepaid, addressed to the Trustee at her legal residence.

EXECUTED on the 29th day of May, 2000 at Lake County, Indiana.

SETTLOR,

Maxine O'Brien
MAXINE O'BRIEN

TRUSTEE

Marcia Viront
MARCIA VIRONT

TRUSTEE

Karen Galocy
KAREN GALOCY

Document is
NOT OFFICIAL!
ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF LAKE

This Document is the property of
the Lake County Recorder!

On this 24th day of May, 2000, before me, Lynn M. Malkowski,
the subscribed Notary Public of the State of Indiana, personally appeared Maxine O'Brien, who I
am satisfied, is the person named in and who executed the above instrument, and who
acknowledged that she executed it.

Lynn M. Malkowski
Notary Public LYNN M. Malkowski

Resident of Lake County

Marcia
VIRONT &
KAREN
GALOCY

My Commission Expires: 6/17/07

This document was prepared by:
LYNN MORROW MALKOWSKI
Attorney at law
301 S. Main Street
Crown Point, Indiana 46307
(219) 662-1301 (219) 663-4563 - Fax

EXHIBIT "A"
TRUST PROPERTY

A certain parcel of real property commonly known as 710 Knoxbury Drive, Unit #2, Schererville, IN 46375

The checking account located at Bank Calumet

The Savings account located at Bank Calumet

A certain Certificate of Deposit located at Griffith Savings Bank

All stock presently owned by me and my late husband Joseph O'Brien in the Sara Lee Corporation

All of my personal property and personal effects wherever situated.

A certain 1991 Oldsmobile Cutlass automobile

A certain mobile home located at Chapman Lake, Warsaw, Kosciusko County, Indiana and all of its contents along with any and all rights and privileges, which inure to the property upon which the mobile home is located.

Any and all such property as I shall from time to time place into the Trust

