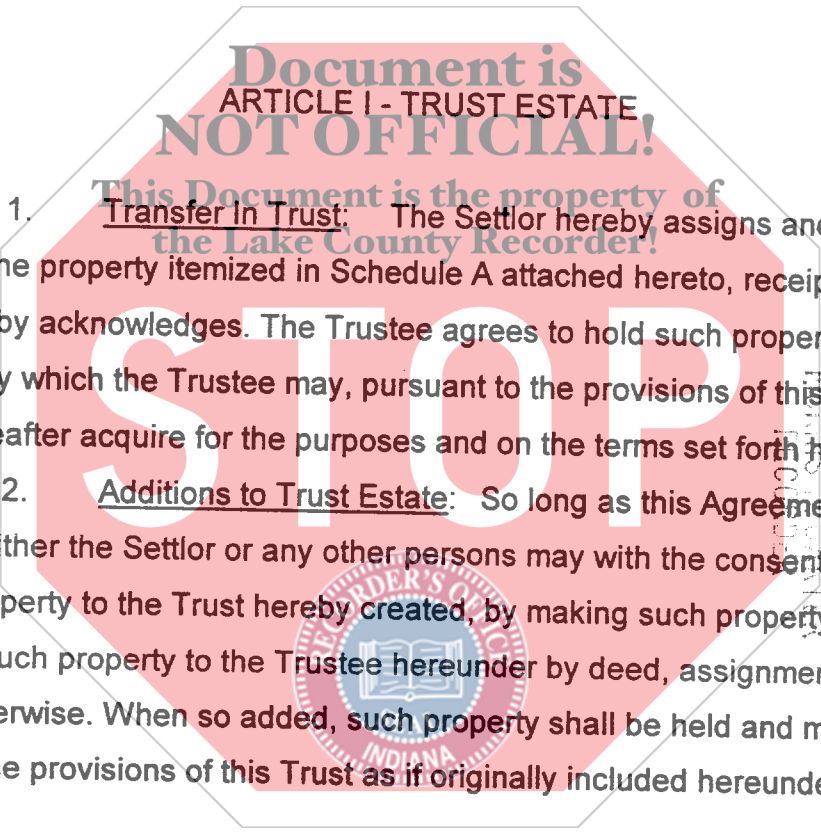


MCGEHEE TRUST
DECLARATION OF TRUST OF CORINNE M. MCGEHEE

This Revocable Inter Vivos Trust Agreement is made and entered into On November 22, 2002, by and between Corinne M. McGehee, of Lake County, Indiana, hereinafter called the "Settlor," and Corinne M. McGehee, of Lake County, Indiana, hereinafter called the "Trustee". During her life, and so long as she has not become disabled, Corinne M. McGehee, shall have the express and total power to control and direct payments, add or remove trust property, and amend or revoke this trust. In the event that Corinne M. McGehee is unable to serve as Trustee due to an incapacity as determined Under Article VI, Section 3, or is unwilling to continue serving as Trustee, Linda A. Davenport of Lake County, Indiana shall serve as Successor Trustee.

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1. Transfer In Trust: The Settlor hereby assigns and delivers to the Trustee the property itemized in Schedule A attached hereto, receipt of which the Trustee hereby acknowledges. The Trustee agrees to hold such property and any other property which the Trustee may, pursuant to the provisions of this Agreement, at any time hereafter acquire for the purposes and on the terms set forth herein.
2. Additions to Trust Estate: So long as this Agreement remains unrevoked, either the Settlor or any other persons may with the consent of the Trustee add other property to the Trust hereby created, by making such property payable or transferring such property to the Trustee hereunder by deed, assignment, bequest, devise or otherwise. When so added, such property shall be held and managed pursuant to the provisions of this Trust as if originally included hereunder.

ARTICLE II - REVOCATION OF TRUST

Kevin W. Marshall
5253 Hohman ave,
Hammond, In. 46320

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1. Revocation During Life of Settlor: The Settlor reserves the right at anytime and from time to time, without the consent of any person and without notice to any person other than the Trustee, to revoke or modify the Trust hereby created in whole or in part, to change the Trustee or the beneficiaries hereof, or to withdraw the whole or any part of the Trust Estate, by filing written notice with the Trustee of such revocation, modification, change or withdrawal; provided, however, that the terms of this Agreement may not be modified by the Settlor in such manner as to increase the obligations of the Trustee without the Trustee's written consent.

2. Trustee's Duties on Revocation: If the entire Trust is revoked by the Settlers, or all or part of the Trust Estate withdrawn, the Trustee shall transfer to the Settlers all or part of the Trust Estate, as the case may be, and shall execute and deliver to the Settlor all instruments which are necessary or appropriate to release its interests as Trustee therein.

3. Irrevocability of Trust on Death of Settlor: From and after the death of the Settlers, the Trust created hereby shall be and become irrevocable and shall not thereafter be altered or amended.

ARTICLE III - DISPOSITIVE PROVISIONS SETTLORS LIFETIME

1. Beneficiaries: The beneficiaries are Michelle Lynne McGehee d.o.b. January 4, 1989 and Megan Marie McGehee d.o.b. January 3, 1998.

2. Net Income to Beneficiaries: During the lifetime of the Settlor, the Trustee shall receive, hold and manage the Trust property. The Trustee shall invest and reinvest said property, collect the income therefrom and pay the expenses properly chargeable thereto, including a reasonable fee for her services. If the Settlor distributes less than all the annual net income of the Trust, any such undistributed net income shall be added to the principal of the Trust at the end of each year.

3. Invasion of Principal for Beneficiaries: In addition, during the lifetime of the Beneficiaries, the Trustee shall, at any time and from time to time, distribute to the Beneficiaries all or any portion of the principal of the Trust which the Trustee deems necessary in order to provide for the health, comfort, support, maintenance and welfare of the Beneficiaries. Further, the Trustee shall, at any time and from time

to time, distribute to the Beneficiaries all or any portion of the principal of the Trust which the Settlor requests, at any time and from time to time, by an instrument signed by the Settlor and delivered to the Trustee during the life of the Settlor.

4. Incapacity of Settlor: During any period of any Settlor's life in which the Settlor is deemed mentally or physically incapacitated, as determined under Article VI, Section 3, the Trustee may use or apply as much of the net income and all or any portion of the principal as is necessary for the health, comfort, support, maintenance and welfare of the Beneficiaries, or the Trustee may make the payments directly to the Beneficiaries or to their duly qualified legal representative or guardian, or the Trustee may make payments directly for the use and benefit of the Beneficiaries, in order that the Beneficiaries may maintain the standard of living to which they have become accustomed.

A dependent child, for purposes of this Section, shall be a child who is under the age of 18 and living with me at the date of my disability, or who is deemed to be dependent on me in the sole and absolute discretion of my Trustee. In making distributions under this Section, my Trustee shall, at all times, give primary consideration to my needs and thereafter to my dependent children, in that order of priority. My Trustee, in its sole and absolute discretion, may make distributions to any of the beneficiaries Under this Section to the complete exclusion of the other beneficiaries, in equal or unequal shares, as their respective needs require. When making such distributions, my Trustee may consider other income and resources available to my beneficiaries. My Trustee shall make distributions based entirely on need, in the sole and absolute discretion of my Trustee. A distribution made to beneficiaries pursuant to this Section shall not be charged against the ultimate share of such beneficiary which may be distributable under any other provision of this Agreement.

4. Payment of Settlor's Expenses: On the death of the Settlor, the Trustee may pay out of the income or principal of the Trust Estate, in the Trustee's discretion, the just debts and taxes of the Settlor or their estate, including the expenses of the Settlor's last illness and funeral, unless the Trustee determines that adequate provisions have otherwise been made for the payment of such expenses, debts and taxes.

ARTICLE IV - DISPOSITIVE PROVISIONS UPON SETTLOR'S DEATH

1. **Beneficiaries:** The beneficiaries of the Trust, after the Settlor's death shall be the Settlor's children living 30 days after death; and any legitimate descendants of any such children not so surviving.

2. **Administration:** Upon the death of the Settlers, the Trustee shall continue to hold and manage the Trust property and shall apply the net income and principal of the Trust as follows:

(a) The Trustee shall pay to or apply for the benefit of the beneficiaries, in monthly or other convenient installments, so much of the net income and so much of the principal of the Trust Estate, up to the whole thereof, as the Trustee in his discretion deems necessary for the proper education of Settlor's children, and as necessary for their health, comfort, support, maintenance and welfare.

(b) The Trustee, in exercising its discretionary authority with respect to the payment of income or principal of the Trust Estate to the beneficiaries, may take into consideration any income or other resources available to the beneficiaries from sources outside of this Trust that may be known to the Trustee, and shall consult with Settlor's or either of them, if living, before paying or applying any portion of principal for any beneficial purpose. The determination of the Trustee with respect to the necessity of making payments out of income or principal to the beneficiary shall be conclusive and binding on all parties concerned. The Trustee need not make equal payments to the several beneficiaries but may in its discretion make payments in such amounts, or no payment at all, to one or more beneficiaries as he deems best, subject to paragraph 2 below.

(c) It is the Settlor's desire that their children and their legitimate descendants who are beneficiaries hereunder be encouraged to lead self-reliant and productive lives and not simply to live off the income and principal of the Trust or other resources not of their own making, especially after they have completed their education or attained the age of 22 years, whichever comes first. Consequently, the Trustee shall make Trust payments to such children or their descendants who have reached the age of 22 years in the following manner: 25% at age 22, 25% at age 25, 25% at age 27, and 25% at age 29.

(d) No beneficiary hereunder shall have any right, power or authority to alienate, encumber or hypothecate his interest in the principal or income of the Trust in any manner, nor shall his interest be subject to claims of creditors or liable for attachment, execution or any other process of law, including obligations for alimony, maintenance or other support.

3. Termination of Trust:

(a) If the Settlor dies leaving children who are beneficiaries hereunder, as each such child reaches the age of 29 years, the Trustee shall immediately distribute a pro-rata share of the Trust Estate as then constituted free Of trust to such child. A "pro rata share" shall be defined and measured as a fraction, namely, the entire Trust Estate as it from time to time may be constituted, divided by the number of the Settlor's children then beneficiaries of the Trust. The Trust shall terminate upon the attainment of the age of 29 years, or upon the death of, the last of the Settlor's children or of their legitimate descendants,

(b) In the event any child of the Settlor who is a beneficiary hereunder should die before attaining the age of 29 years and without leaving legitimate descendants, then the pro-rata share of the Trust Estate to which he would have been entitled to take free of trust upon attaining the age of 29 years shall be redivided by the number of children of the Settlor then living. One redivided share shall be paid free of trust to each child more than 29 years of age, and the other such shares shall remain in trust for the benefit of the Settlor's surviving children as beneficiaries.

(c) In the event any child of the Settlor who is a beneficiary hereunder should die before the age of 29 years leaving legitimate descendants surviving him, then his pro-rata share, measured as of the time of his death as hereinabove provided, shall remain in trust for the benefit of such descendants as beneficiaries hereof on the same terms and provisions as herein stated, and shall be distributed pro rata to each such descendant free of trust upon such descendant attaining the age of 29 years, all as herein provided.

(d) In the event the Settlor dies leaving no children or legitimate descendants surviving him, then the Trust shall be terminated forthwith and the entire Trust Estate shall be transferred free of trust to the Settlor's parents or the survivor of them, if then living; and otherwise as if by intestacy.

(e) Notwithstanding any other provision herein, after the Settlor's death the Trustee shall have the right to terminate this Trust Agreement whenever it shall determine, in its sole discretion, that the Trust Estate has been reduced to an amount which is not economical of administration in accordance with the provisions herein contained and that such termination is in the best interests of the beneficiaries thereof; provided, however, that no such termination shall be effected unless the gross Trust Estate is valued at less than \$50,000. In the event of termination of the Trust pursuant to this provision, the Trust Estate as then constituted shall be distributed free of trust to or for the benefit of the beneficiaries then receiving Trust income according to their respective interests.

(f) Notwithstanding any provision hereof to the contrary, at the end of 21 years after the death of the last to die of all the beneficiaries living at the date hereof, the Trustee shall distribute free of trust the Trust Estate as then constituted to or for the benefit of the beneficiaries then receiving Trust income according to their respective interests.

(g) Notwithstanding any provision hereof to the contrary, it is the Settlor's intent that her beneficiaries receive equal shares in the trust, so that if payments toward education are made on behalf of one child, the amount of any such aid should not exceed 50% of the principal at the time the payment is made.

ARTICLE V - TRUSTEE'S POWERS AND DUTIES

1. General: The Trustee shall have all the powers given to Trustees by Indiana statute or other Indiana rule of law, and in addition shall have the following specific powers:

(a) The Trustee shall have the power to receive and retain additional property from the Settlor or any other person, by will or otherwise, as part of the Trust Estate.

(b) The Trustee shall have the power to determine whether money or property coming into the Trust shall be treated as principal or income, as the Trustee may deem just and equitable.

(c) The Trustee shall have the power to purchase United States Treasury Bonds eligible for redemption at par in payment of federal estate tax and to borrow for such purposes.

(d) The Trustee may make such elections under the federal and state income, estate, and inheritance tax laws applicable to the Trust as the Trustee determines should be made. No compensating adjustments between principal and income shall be made even though the elections made under the tax laws by the personal representative of the Settlor's estate or the Trustee may affect, beneficially or adversely, the interests of the beneficiaries. The action of the Trustee shall be binding upon all beneficiaries.

(e) The Trustee shall have the power to do all acts which in the Trustee's judgment may be necessary or appropriate for the proper and advantageous management, investment, and distribution of the Trust Estate, and the Trustee shall have the power to execute any and all instruments necessary to these purposes.

ARTICLE VI - PROCEDURES, CAPACITY AND CONSTRUCTION

1. Effect of Invalidity: If any provision of this Trust Agreement shall be determined to be invalid or void for any reason, such determination shall not affect the validity of any other provision hereof.

2. Compensation of Trustee: The Trustee shall be entitled to and shall pay itself a reasonable fee for the services which the Trustee performs for the holding, administering, and distributing of this Trust.

3. Incapacity of Persons: No person named in this Trust Agreement shall be deemed to be "incapacitated" unless the Trustee shall have received one of the following:

(a) A court order finding such person to be legally incapacitated, or appointing a guardian of his estate to act for him; or

(b) A duly executed medical report from a licensed physician, certifying that he has examined the person and has concluded that, by reason of a medically demonstrable condition, including physical or mental illness or disability, such person is incapacitated to act rationally and prudently in his own financial best interests. Any such physician's report may be revoked by a similar report, certifying that the person is no longer incapacitated and executed by the same or another duly licensed physician; or

(c) Notice that there has been an unexplained disappearance or absence of the person or that the person being detained under duress.

4. Inquiry as to Capacity: The Trustee shall be under no duty to commence an inquiry into a person's capacity, but the expense of any such inquiry reasonably commenced may be paid from the Trust Estate.

5. Effect of Incapacity: All rights, benefits, and powers accorded any beneficiary of this Trust, including the Settlor, who are under a legal incapacity may be exercised on behalf of such beneficiary by the Trustee alone, in the absence of a duly appointed and acting legal representative or guardian of such beneficiary.

6. Administration Free of Court Supervision: Unless in conflict with applicable local law, this Trust shall not be required to be registered and shall be administered free from the active supervision of any court.

7. Applicable Law: The Trust herein provided shall be administered and this Agreement shall be construed in accordance with the laws of Indiana.

8. Notification of Administrative or Judicial Action: The Trustee agree to so provide the Settlor's attorney, Kevin Marshall and all of the beneficiaries of this Trust with immediate notification of any administrative or judicial action questioning the management of the Trust in any manner or matter.

9. Service of Notice: All notices hereunder shall be sent by certified mail, receipt requested, to the last known address of the person or entity to be notified.

10. Gender and Number: The use of masculine, feminine or neuter, or of singular or plural, is for convenience rather than for definition, description or limitation.

11. Attorney: I request that Law Office of Smith and Marshall 5253 Hohman Avenue, Hammond, Indiana, be employed as attorney in connection with any and all matters of a legal nature relating to this Trust.

ARTICLE VII - TRUSTEE'S RESIGNATION, REMOVAL AND SUCCESSION

1. Resignation: The Trustee may resign at any time upon 30 days' written notice given to the Settlor, if living, and otherwise to the other beneficiaries hereunder.

2. Removal of Trustee. The Settlor shall have the absolute right to remove any Trustee and appoint a successor Trustee. Upon the Settlor's death, a majority of the adult beneficiaries and legal representatives or guardians of incapacitated beneficiaries shall have the right to remove the Trustee but only for another who will provide similar services at a lesser fee.

3. Successor Trustee: The Successor Trustee shall be Linda A. Davenport, 5528 Walsh Avenue, East Chicago, IN 46312

4. Second Successor Trustee: In the event the Successor Trustee is unable or unwilling to act, any successor Trustee shall be a national bank with a trust department having at least two full-time trust officers, at least one of whom is an attorney; having at least \$10,000,000 in capital and surplus; and authorized under the laws of the United States to administer trusts. The appointment of any successor Trustee shall be made by notice in writing to the former Trustee or his legal representative, and written acceptance of such appointment by the successor Trustee shall be appended to such notice.

5. Rights and Duties of Successor Trustee: Any successor Trustee shall, upon acceptance of the Trust herein created, succeed to all rights and powers, duties and obligations of the original Trustee as though such successor Trustee had been named herein as the original Trustee.

6. Final Account and Transfer: After receiving written notification of the appointment of a successor Trustee, the former Trustee shall render a final accounting and deliver same to the successor Trustee along with all Trust assets as then constituted. Any successor Trustee may accept, without examination or review, the account rendered and the property delivered by or from the predecessor Trustee without incurring any liability or responsibility for so doing.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

SETTLOR

Corinne M. McGehee
CORINNE M. MCGEHEE

SUCCESSOR TRUSTEE:

Linda A Davenport
LINDA DAVENPORT

WITNESSES:

Melissa Vere

Susan Fogler Bennett

R. W. Stuart



SCHEDULE OF PROPERTY TRANSFERRED TO

1. **Real Estate Located at 6745 Illinois Street, Hammond, IN**
2. **Life Insurance Policy with MET Life 918001838A**
3. **Merrill Lynch Account Number 629-94770**
4. **AIG Valic Retirement Account**

