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STATE OF INDIANA  
LAKE COUNTY  
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MICHAEL A. BROWN  
RECORDER

STATE OF INDIANA }  
COUNTY OF ~~PORTER~~ } SS:  
*Warrick*

IN RE: BERNICE M. FRANSIOLI, DECEDENT

*620067874*

**AFFIDAVIT FOR TRANSFER OF REAL PROPERTY**

Chicago Title Insurance Company

1. That the above-named decedent died testate on October 23, 2006, while domiciled in Lake County, Indiana, and that the will of the decedent was probated and spread of record in the Lake County Superior Court on the 11TH day of April, 2007, and a copy of said will dated the 27th day of December, 1994 is attached to this affidavit as "Exhibit A" along with a copy of the decedent's revocable self-declaration living trust agreement dated the 27th day of December, 1994 attached to this affidavit as "Exhibit B."

2. That forty-five (45) days have elapsed since the death of the decedent.

3. That no application or petition for the appointment of a personal representative is pending or has been granted in any jurisdiction nor is any administration contemplated.

4. That the following named persons are the only heirs, legatees or devisees of the decedent: Kathleen M. Erdelac (a married adult female), presently domiciled and residing at 4904 Waters Edge Drive, Valparaiso, Porter County, Indiana 46383; Barbara J. Fransioli (a single adult female), presently domiciled and residing at 1349 State Road, Hobart, Lake County, Indiana 46342; Frank F. Fransioli (a married adult male), presently domiciled and residing at 11630 Penny Road, Conifer, Jefferson County, Colorado 80433; and Robert P. Fransioli (a married adult male), presently domiciled and residing at 11671 Aspen, Plymouth, Gogebic County, Michigan 48170.

5. That the value of the decedent's gross probate estate, less liens and encumbrances, does not exceed the sum of the allowance provided by IC §29-1-8-1, the costs and expenses of administration and reasonable funeral expenses.

6. That the only asset in the decedent's probate estate is the real estate commonly known as 692 Hidden Oak Trail, #1B, Hobart, Lake County, Indiana

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PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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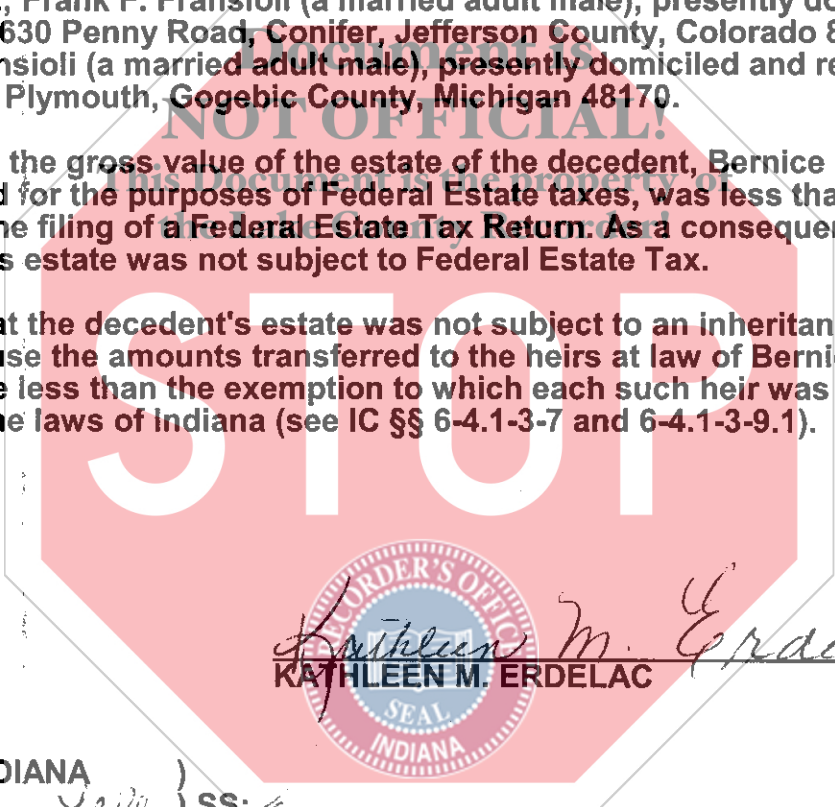
46342, more particularly described as follows: Apartment Unit 1B, 692 Hidden Oak Trail, in Barrington Woods Condominium, A Horizontal Regime, as created by a certain Declaration recorded October 11, 1994, as Document Number 94070058, and also filed in Plat Book 77, Page 44, in the Office of the Recorder of Lake County, Indiana, together with an undivided 1.388% interest in and to the common and limited common areas and facilities appurtenant thereto.

7. That the following list of persons, firms, or corporations are the only creditors of the estate and the amount set opposite each name is the sum due said creditor, so far as the same is known to the affiant: NONE

8. That the individuals entitled to the real estate as a result of the decedent's death are the following devisees listed under Article V of the decedent's last will and testament dated December 27, 1994 and Section 3.06(B) of the Bernice M. Fransioli Revocable Self-Declaration Living Trust Agreement also dated December 27, 1994, namely: Kathleen M. Erdelac (a married adult female), presently domiciled and residing at 4904 Waters Edge Drive, Valparaiso, Porter County, Indiana 46383; Barbara J. Fransioli (a single adult female), presently domiciled and residing at 1349 State Road, Hobart, Lake County, Indiana 46342; Frank F. Fransioli (a married adult male), presently domiciled and residing at 11630 Penny Road, Conifer, Jefferson County, Colorado 80433; and Robert P. Fransioli (a married adult male), presently domiciled and residing at 11671 Aspen, Plymouth, Gogebic County, Michigan 48170.

9. That the gross value of the estate of the decedent, Bernice M. Fransioli, as determined for the purposes of Federal Estate taxes, was less than the value required for the filing of a Federal Estate Tax Return. As a consequence thereof, the decedent's estate was not subject to Federal Estate Tax.

10. That the decedent's estate was not subject to an inheritance tax in Indiana because the amounts transferred to the heirs at law of Bernice M. Fransioli were less than the exemption to which each such heir was entitled pursuant to the laws of Indiana (see IC §§ 6-4.1-3-7 and 6-4.1-3-9.1).



*Kathleen M. Erdelac*  
KATHLEEN M. ERDELAC

STATE OF INDIANA

COUNTY OF PORTER

SS: *[Signature]*

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 18 day of April, 2007.

*Handwritten signature*

JACALYN L. SMITH  
Lake County  
My Commission Expires  
December 8, 2007

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*I Affirm under the penalties for perjury, that I have taken reasonable care to redact each  
Social Security number in this document, unless required by law. Jackie Smith*

**STOP**

**This Instrument Prepared By:**  
**Donald J. Evans**  
**Attorney and Counselor at Law**  
**Seven Napoleon Street**  
**Valparaiso, Indiana 46383**  
**Phone: (219) 462-5128**  
**Attorney Number 6746-64**



APR 11 2007

*Thomas R. Phelps*  
CLERK LAKE SUPERIOR COURT

BERNICE M. FRANSIOLI

I, Bernice M. Fransioli, presently domiciled and residing at 692 Hidden Oak Trail, Apartment 1B, Hobart, Lake County, Indiana 46342, declare this to be my will and revoke all other wills. This will is executed in triplicate, and it is my intention that the executed original and the executed copies shall each be valid wills.

ARTICLE I

A. I am presently a widow. My beloved husband, Frank P. Fransioli, predeceased me on the 3rd day of October, 1986.

B. I have four (4) children living at the time this will is executed by my marriage to Frank P. Fransioli, namely: Kathleen M. Erdelac (spouse of Ronald E. Erdelac); Barbara J. Fransioli; Frank F. Fransioli (spouse of Eileen McGinnity); and Robert P. Fransioli (spouse of Sandra Fransioli). References in this will to my children shall include only those children named above.

C. I have three (3) grandchildren living at the time

*R.L.H. T.E.H. JS*

*BM*

this will is executed by my daughter, Kathleen M. Erdelac, and her husband, Ronald E. Erdelac, namely: Jeffery T. Erdelac, Dana M. Erdelac, and Ryan S. Erdelac. I have one (1) grandchild living at the time this will is executed by my daughter, Barbara J. Fransioli, namely: Jill <sup>S.</sup> Fransioli. I have three (3) grandchildren living at the time this will is executed by my son, Robert P. Fransioli, and his wife, Sandra Fransioli, namely: Douglas Fransioli, Kathleen Fransioli, and Rachel Fransioli. I have one (1) sister and two (2) brothers living at the time this will is executed, namely: Dorothy Keilman, Richard McDevitt, and Robert McDevitt. I have one (1) deceased sister and two (2) deceased brothers. My parents are deceased.

D. The following definitions apply in any use of the terms in this will:

1) Wherever necessary and where the context admits, the singular term and the related pronoun shall include the plural, and the masculine shall include the feminine and neuter, and vice versa.

2) "Descendants" means the immediate and remote lawful, lineal descendants of the person referred to who are in being at the time they must be ascertained in order to give

*Handwritten initials: R.L.H. T.E.H. JB*

*Handwritten initials: B.M.*

effect to the reference to them, whether they are born before or after my death or the death of any other person. Unless otherwise expressed, persons who take as descendants shall take by right of representation, in accordance with the rule of per stirpes distribution, and not in accordance with the rule of per capita distribution. "Descendants" includes adopted descendants only if they are legally adopted when they are under the age of fourteen (14) years.

3) "Survive me" or words of like import are to be construed to require that the person referred to survive me for thirty (30) days. If the person referred to dies within thirty (30) days of my death, the reference shall be construed as if that person had failed to survive me.

4) "My residuary estate" means all of my property after the payment of expenses and taxes under Article III below, as well as after distributions pursuant to Article IV below, including real, personal and mixed property wherever situated and whenever acquired by me, property as to which effective disposition is not otherwise made in this will, and property as to which I have an option to purchase or a reversionary interest, but excluding property over which I have a power of appointment.

R. L. H. T. E. H.

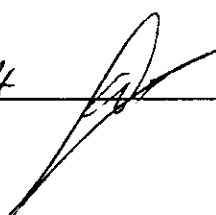
B. M. H.

5) "Custodial property" as used in my will shall have the meaning set forth in Indiana Code 30-2-8.5-4.

E. Unless otherwise indicated, transfers of real, personal or mixed property during my lifetime are not made to satisfy legacies, and no adjustment of my estate is to be made because of them.

ARTICLE II

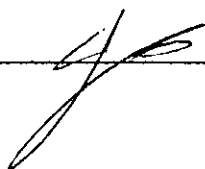
A. I appoint my daughters, Kathleen M. Erdelac and Barbara J. Fransioli, as co-personal representatives of my estate. If either Kathleen M. Erdelac or Barbara J. Fransioli is, or should subsequently become, unable or unwilling to serve, I appoint my son, Frank F. Fransioli, as successor co-personal representative of my estate. If either Kathleen M. Erdelac or Barbara J. Fransioli is, or should subsequently become, unable or unwilling to serve, and Frank F. Fransioli also is, or should subsequently become, unable or unwilling to serve, I appoint my son, Robert P. Fransioli, as successor co-personal representative of my estate. If both Kathleen M. Erdelac and Barbara J. Fransioli are, or should subsequently become, unable or unwilling

R. L. A. G. E. H. 

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to serve, I appoint my sons, Frank F. Fransioli and Robert P. Fransioli, or the survivor of them, as successor co-personal representatives or personal representative of my estate. I appoint my daughter, Kathleen M. Erdelac, as custodian in fiduciary capacity pursuant to the Indiana Uniform Transfers to Minors Act, as amended or superseded, of any share of my estate payable to a descendant of mine under the age of twenty-one (21) years. If Kathleen M. Erdelac is, or should subsequently become, unable or unwilling to serve, I appoint my daughter, Barbara J. Fransioli, as successor custodian in fiduciary capacity pursuant to the Indiana Uniform Transfers to Minors Act, as amended or superseded, of any share of my estate payable to a descendant of mine under the age of twenty-one (21) years. If both Kathleen M. Erdelac and Barbara J. Fransioli are, or should subsequently become, unable or unwilling to serve, I appoint my son, Frank F. Fransioli, as successor custodian in fiduciary capacity pursuant to the Indiana Uniform Transfers to Minors Act, as amended or superseded, of any share of my estate payable to a descendant of mine under the age of twenty-one (21) years. If Kathleen M. Erdelac, Barbara J. Fransioli, and Frank F. Fransioli are, or should subsequently become, unable or unwilling to serve, I

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B.M.




appoint my son, Robert P. Fransioli, as successor custodian in fiduciary capacity pursuant to the Indiana Uniform Transfers to Minors Act, as amended or superseded, of any share of my estate payable to a descendant of mine under the age of twenty-one (21) years.

B. I request that neither bond nor surety be required of any fiduciary appointed under this article. However, if a bond or surety is required of any such fiduciary, then I request that such bond or surety be nominal in amount.

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A. I direct my personal representatives to pay the following before any subsequent division or distribution:

- 1) All the expenses of my last illness, funeral, burial, and the administration of my estate.
- 2) All taxes (including interest and penalties) payable by reason of my death. My personal representatives shall not require any beneficiary, as to property passing under the terms of this will, to reimburse my estate for taxes paid under this subparagraph, except that the amount, if any, by which

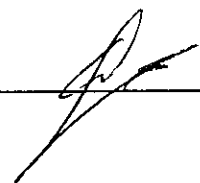
R. P. Fransioli 

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estate and inheritance taxes shall be increased as a result of the inclusion of property over which I may have a power of appointment shall be recovered from the person receiving that property.

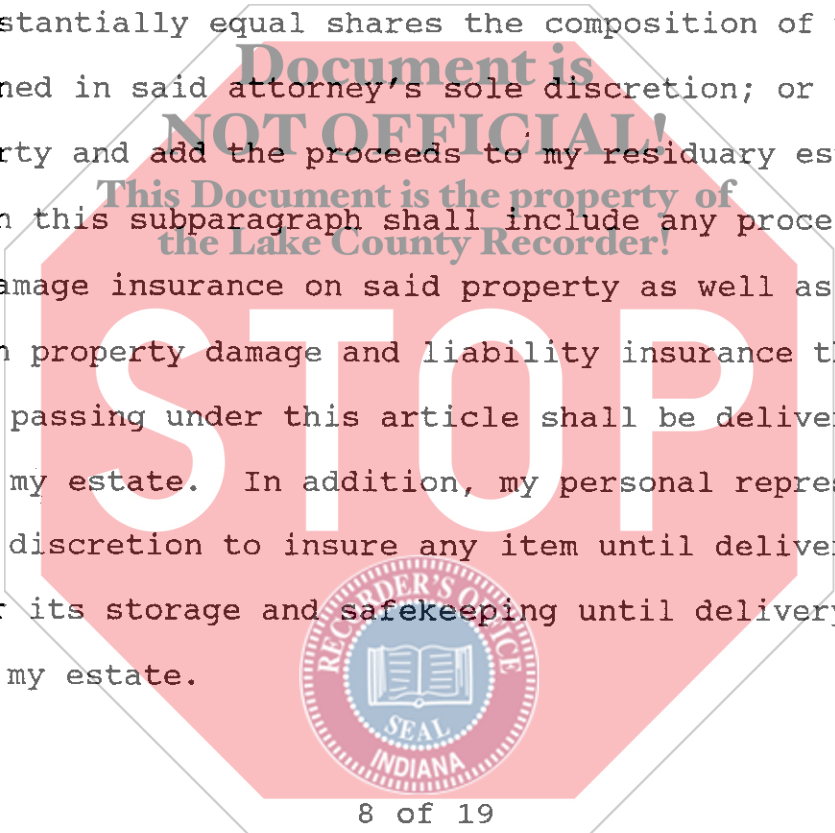
ARTICLE IV

I give all tangible personal property not otherwise specifically devised that is owned by me at the time of my death, excepting cash on hand or on deposit, and including, but not limited to, clothing, jewelry, household goods, furniture, automobiles, collections, pictures, books, antiques, works of art, and personal effects, to the trustees of the Bernice M. Fransioli Revocable Self-Declaration Living Trust Agreement dated the 27th day of December, 1994, as amended before my death, to be held by such trustees in fiduciary capacity and managed and distributed in accordance with said Trust Agreement. If for any reason distribution cannot be made to said trustees, I give said tangible personal property in equal shares to be divided and distributed amongst the following persons as they shall agree within one hundred twenty (120) days after my death: one (1)

R.L.H. C.E.H. 

B.M.

share to each of my children who survives me; and one (1) share to the descendants of each of my children who does not survive me but who leaves descendants who survive me. As to any such property for which there is no agreement between said beneficiaries as to distribution within one hundred twenty (120) days after my death, the attorney for my estate shall either: (1) distribute such property to my said beneficiaries who survive me, in substantially equal shares the composition of which shall be determined in said attorney's sole discretion; or (2) sell such property and add the proceeds to my residuary estate. The bequests in this subparagraph shall include any proceeds of property damage insurance on said property as well as unused premiums on property damage and liability insurance thereon. Every item passing under this article shall be delivered at the expense of my estate. In addition, my personal representatives shall have discretion to insure any item until delivery and provide for its storage and safekeeping until delivery at the expense of my estate.



R. L. H. T. E. H. JB

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ARTICLE V

A. I direct my personal representatives to give my residuary estate to the trustees of the Bernice M. Fransioli Revocable Self-Declaration Living Trust Agreement dated the 27th day of December, 1994, as amended before my death, to be held by said trustees in fiduciary capacity and managed and distributed in accordance with said Trust Agreement.

B. If for any reason distribution cannot be made pursuant to paragraph A of this article, I direct my personal representatives to divide my residuary estate into equal shares and to distribute those shares as follows:

- 1) one (1) share to each of my children who survives me; and
- 2) one (1) share to the descendants of each of my children who does not survive me but who leaves descendants who survive me.

C. Any share of my residuary estate payable pursuant to paragraph B(2) of this article to a descendant of mine under the age of twenty-one (21) years shall be distributed to the custodian appointed in paragraph II(A) above, to be held, managed


R.L.H. G.E.H. [Signature]

[Signature]

and distributed by such custodian as custodial property in fiduciary capacity pursuant to the Indiana Uniform Transfers to Minors Act, as amended or superseded.

ARTICLE VI

All interests of beneficiaries created under my will and any trust or custodial property created thereby shall vest not later than twenty-one (21) years after the death of the last survivor of: myself; my children who are living at the time of my death; and the descendants of my children who are living at the time of my death. Any such interests which are not then previously vested shall vest in the beneficiary or beneficiaries, at that time, of the current net income thereof, and if there is more than one beneficiary, then in the proportions in which such persons are beneficiaries of the net income. Any such assets, the income from which is subject to the personal representative's discretion at such time, shall be distributed equally among all of the beneficiaries to whom the personal representative might have appointed such income at such time.

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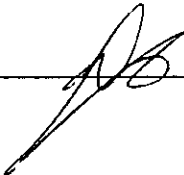


ARTICLE VII

In addition to the powers conferred on personal representatives by law, my personal representatives shall each have the following powers to be exercised by them as they may in their sole discretion deem the exercise of such powers to be desirable in administering and making final distribution of my estate, any trust created thereunder, and any custodial account created thereunder (insofar as not inconsistent with the Indiana Uniform Transfers to Minors Act, as amended or superseded), without the necessity of any notice, petition to, or order from any court, or being required to report to or obtain the approval of any court for the exercise of such powers.

These powers are:

1. to take possession of property, and to segregate it; and to engage in actions necessary to the effective administration of corporate securities, including, without limiting the generality of this power:
  - (i) to vote securities in person or by proxy;
  - (ii) to engage in a voting trust or voting agreement;
  - (iii) to consent or participate in mergers, consolidations, sales of assets,

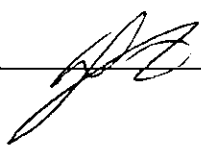
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recapitalizations, reorganizations, dissolutions or other alterations of corporate structure, including adjustments in capital structure affecting securities held by the fiduciary, whether or not these adjustments involve payments by or to the fiduciary; and

- (iv) to hold securities in unregistered form or in the name of a nominee;
- 2. to retain and to invest in property, or in an undivided interest in property, including residential real estate, for any period, whether or not the property is of the character permissible for investment by fiduciaries;
- 3. to sell, exchange, lease, rent, mortgage, pledge, give options upon, and partition real or personal property upon whatever terms the fiduciary finds advisable, without notice or order of court; and the following more specific powers to deal with real property held by the fiduciary:
  - (i) to let as lessor for such periods as the fiduciary finds appropriate, including periods extending beyond the period in which the fiduciary holds or may reasonably be expected to hold the property, upon whatever terms the fiduciary finds appropriate; and, power to execute leases containing covenants, including covenants of renewal;
  - (ii) to erect, alter, improve, repair, maintain, and demolish buildings and other improvements to real property, and to grant and obtain easements and make party wall contracts;

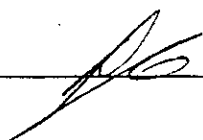
R. J. H. T. E. H.





- (iii) to partition or divide any real property owned jointly or in common with others; and
- (iv) to plat and subdivide real property;
4. to render liquid the property held by the fiduciary, in whole or in part, and to hold cash or readily marketable securities of little or no yield for such periods as the fiduciary finds advisable;
5. to borrow, upon whatever terms the fiduciary finds advisable, for the purpose of protecting or improving property held by the fiduciary;
6. to pay, compromise, adjust, settle, compound, renew, or abandon claims held by the fiduciary and claims asserted against the fiduciary, on whatever terms the fiduciary finds advisable, without court authority;
7. to distribute in cash or in kind, or partly in cash and partly in kind, in divided or undivided interests, notwithstanding the fact that distributive shares may as a result be composed differently;
8. to employ attorneys, accountants, investment advisors, and other professional assistants, including but not limited to, depositories, proxies, agents and appraisers;
9. to insure the property held as fiduciary against the risks and in the amounts the fiduciary finds expedient; and power to obtain and pay for life, health, liability, and other forms of insurance for the beneficiaries;
10. to enter into transactions with other fiduciaries, including executors or trustees of estates and

R. D. H. E. E. H.



B. M. M.



trusts in which the beneficiaries have an interest, and including this fiduciary when the fiduciary also acts for other estates and trusts;

11. to grant options concerning disposition of property, including, but not limited to, the sale of covered security options, and to take options for acquisition of property, including, but not limited to, the purchase back of previously sold covered security options;
12. to continue the operation or management of any business or other enterprise;
13. to select an annual accounting period and an accounting method, and to determine the allocation of receipts and disbursements between income and principal, but only if the applicable law is not clear as to the proper or recommended allocation of the particular receipt or disbursement; however, no such allocation may be made which is contrary to any allocation which is specifically provided for under other provisions of this will;
14. to make without liability to any beneficiary of my estate or any trust created thereunder, and without the necessity of adjusting any income or principal interest of any such beneficiary, any elections which are authorized by any federal or state tax laws, regardless of the effect of such elections on any income or principal interest of any beneficiary, including, but not limited to: the execution and filing of joint income tax returns on my behalf with my spouse, if any, and the execution and filing of any gift tax return on my behalf, and the making of any elections thereon, including, but not limited to, the election to have any gifts which may be made by my spouse, if any, to any third person treated as having been made one-half by me;

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15. to do any or all of the following things in regard to any installment obligations of my estate or any trust created thereunder, which installment obligations were incurred by me during my life: to pay all or any installment obligations at once; to agree to continue all or any installment obligations on an installment basis; or, to distribute the asset or assets subject to the liability or subject to a conditional sales obligation;
16. to execute and deliver all instruments necessary or appropriate to the exercise of the fiduciary's powers;
17. to accrue, in whole or in part, the discount on securities which are acquired at a discount; however, my fiduciary shall not establish reserves for depreciation of tangible real or personal property nor shall said fiduciary amortize, in whole or in part, the premiums on securities which are acquired at a premium;
18. In the event that my estate or any trust created thereunder consists of securities which provide for voting rights, then my fiduciary, in my fiduciary's sole discretion, may exercise such voting rights. However, in the event that my fiduciary is prohibited by any law, regulation, or policy from exercising such voting rights in any respect, then, unless any such law, regulation, or policy provides to the contrary, such voting rights may be exercised (but only as to such prohibited matter or matters) by the attorney for my estate, and my fiduciary shall follow whatever procedure which my fiduciary, in my fiduciary's sole discretion, deems appropriate in order to enable said attorney to exercise such voting rights as to such prohibited matter or matters;
19. to pay taxes, assessments, and other expenses

R. S. H. T. E. N. J. B.

B. M.

incurred in the acquisition, retention, and maintenance of property and in the administration of my estate or any trust which is established hereunder;

20. except as otherwise provided in this will, to make, without intervention of a legal guardian, any payments by the terms hereof payable to or for the benefit of any minor or person suffering under a legal disability in any one or more of the following ways: (1) directly for the benefit of such beneficiary; (2) to the parent or natural or legal guardian of such beneficiary; (3) to anyone who at the time shall have custody and care of the person of such beneficiary; (4) directly to the beneficiary; or (5) to a custodian under Indiana's Uniform Transfers to Minors Act. The fiduciary shall not be obliged to see to the application of the funds so paid, but the receipt of any such persons shall be full acquittance of the fiduciary;
21. except as otherwise provided herein, to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries and to determine the value of any such property. Such distributions may be made without respect to the income tax basis of the property so distributed and the fiduciary is specifically excused from any duty of impartiality with respect to the income tax basis of such property; and
22. to pay reasonable compensation for the fiduciary's own services.

In testimony of which I, Bernice M. Fransioli, now sign this will consisting of nineteen (19) pages to which I have

R. L. H. F. E. H. J. B.

B. M.

subscribed my initials to each for identification in the presence of the witnesses whose names appear below, and request that they witness my signature and attest to the execution of this will this 27th day of December, 1994, at Hobart, Lake County, Indiana.

Bernice M. Fransioli  
BERNICE M. FRANSIOLI

Bernice M. Fransioli, in our presence, signed this document or acknowledged her signature already made or directed another to sign for her in her presence. Before she did so, she declared to us that it was her will and requested that we act as witnesses to its execution. We now, in her presence and in the presence of each other, sign below as witnesses, all on the 27th day of December, 1994, at Hobart, Lake County, Indiana.

WITNESSES:

<u>Rita L. Huber</u>	<u>Carl E. Huber</u>
<u>5528 Adams St.</u>	<u>5528 Adams St.</u>
<u>Merr. Ind.</u>	<u>Merrillville, IN</u>



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R.L.H. C.E.H. JB                      B.M.

Ronald Haupt  
7 Koble  
Valparaiso, Indiana

UNDER PENALTIES OF PERJURY, we the undersigned testator and the undersigned witnesses, respectively, whose names are signed to the attached or foregoing instrument declare:

1. That the testator executed the instrument as the testator's will;

2. That, in the presence of all witnesses, the testator signed or acknowledged the signature already made or directed another to sign for the testator in the testator's presence;

3. That the testator executed the will as a free and voluntary act for the purposes expressed in it;

4. That each of the witnesses, in the presence of the testator and of each other, signed the will as witness;

5. That the testator was of sound mind when the will was executed; and

6. That to the best knowledge of each of the witnesses the testator was, at the time the will was executed,

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R. L. H. T. E. H.

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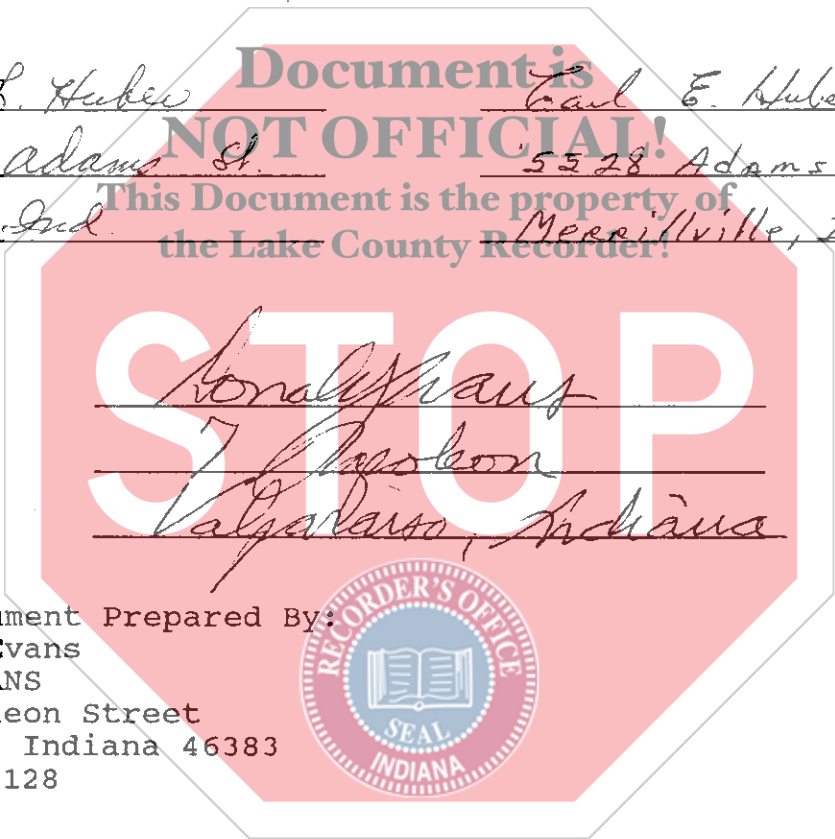
eighteen (18) or more years of age or was a member of the armed forces or of the merchant marines of the United States or its allies.

All of which is attested to this 27th day of December, 1994.

Bernice M. Fransioli  
BERNICE M. FRANSIOLI

WITNESSES:

Peta L. Huber Carl E. Huber  
5528 Adams St. 5528 Adams St.  
Merr. Ind. Merrillville, IN



This Instrument Prepared By:  
Donald J. Evans  
EVANS & EVANS  
Seven Napoleon Street  
Valparaiso, Indiana 46383  
(219) 462-5128

P. L. H. C. E. H.

CHM

Exhibit "B"

BERNICE M. FRANSIOLI REVOCABLE SELF-  
DECLARATION LIVING TRUST AGREEMENT

THIS REVOCABLE SELF-DECLARATION LIVING TRUST AGREEMENT, made and entered into this 27th day of December, 1994, by and between Bernice M. Fransioli, presently domiciled and residing at 692 Hidden Oak Trail, Apartment 1B, Hobart, Lake County, Indiana 46342, hereinafter called the "Settlor," and Bernice M. Fransioli, presently domiciled and residing at 692 Hidden Oak Trail, Apartment 1B, Hobart, Lake County, Indiana 46342, hereinafter called the "Trustee," WITNESSETH:

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**ARTICLE I - TRUST ESTATE**  
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the Lake County Recorder!  
Transfer in Trust

Section 1.01.

The Settlor hereby assigns and delivers to the Trustee property itemized in Schedule A attached hereto, receipt of which the Trustee hereby acknowledges. The Settlor has caused or will cause the property set forth in Schedule A attached hereto to be payable to the Trustee. The Trustee agrees to hold such property and the proceeds of such policies (if any) and any other property which the Trustee may, pursuant to the provisions of this agreement, at any time hereafter hold or acquire for the purposes and on the terms set forth herein.

Additions to Trust Estate

Section 1.02.

So long as this Agreement remains unrevoked, either the Settlor or any other person, with the consent of the Trustee, may 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, or devise, and if so added, the proceeds of such additional policies (if any) and such other property shall be covered by the provisions of this Trust as if originally included hereunder.

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ARTICLE II - REVOCATION OF TRUST

Revocation During Life of Settlor

Section 2.01.

The Settlor reserves the right at any time, 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 beneficiaries hereof, or to withdraw the whole or any part of the Trust Estate, by filing notice of such revocation, modification, change, or withdrawal with the Trustee; 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 (if said Trustee is other than the Settlor).

Trustee's Duties on Revocation

Section 2.02.

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

Irrevocability of Trust on Death of Settlor

Section 2.03.

From and after the death of the Settlor, the Trust created hereby shall become irrevocable and shall not be altered or amended.

ARTICLE III - DISPOSITIVE PROVISIONS

Net Income to Settlor

Section 3.01.

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. In addition thereto, during the life of the Settlor the Trustee shall upon request distribute to the Settlor all of the annual net income of the Trust, in monthly or other mutually convenient installments.

Undistributed Net Income

Section 3.02.

If the Settlor should at any time request less than the annual net income of the Trust to be distributed to her, any such undistributed net income which is not disposed of by the terms of this subparagraph shall be added to the principal of the trust at the end of each year.

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Invasion of Principal for Settlor

Section 3.03.

During the life of the Settlor, the Trustee shall, at any time and from time to time, distribute to the Settlor all or any portion of the principal of the Trust which the Trustee, in the Trustee's sole discretion, deems necessary in order to provide for the comfort, support, maintenance, and welfare of the Settlor. Further, the Trustee shall, at any time and from time to time, distribute to the Settlor 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 said Trustee during the life of the Settlor. Notwithstanding the above, a written request from the Settlor for distribution of principal shall not be required so long as the Settlor is serving as Trustee.

#### Incapacity of Settlor

Section 3.04.

During any period in the Settlor's life in which the Settlor is deemed mentally or physically incapacitated as determined under Article V, Section 5.04, the Trustee may use or apply as much of the net income and any portion of the principal or all of the principal as is necessary for the comfort, support, maintenance, and welfare of the Settlor; or the Trustee may make the payments directly to such Settlor or to the duly qualified legal representative of the Settlor; or the Trustee may make payments directly for the use and benefit of such Settlor in order that the Settlor may maintain the standard of living to which she has become accustomed.

#### Payment of Settlor's Funeral Expenses

Section 3.05.

Subject to Article IV, Section 4.02(F), on the death of the

Settlor the Trustee shall pay out of the income or principal of the Trust Estate, at the Trustee's discretion, the expenses of the last illness and funeral of the Settlor, unless the Trustee determines that other adequate provisions have been made for the payment of such expenses.

Disposition on Death of Settlor

Section 3.06.

A. Upon the death of the Settlor, the Trust shall terminate and the Trustee shall give in fee and free of this trust all clothing, jewelry, household goods, furniture, automobiles, collections, pictures, books, antiques, works of art, personal effects and all other tangible personal property not otherwise specifically devised that is owned by the Trust at the time of the Settlor's death, except cash on hand or on deposit, in equal shares to be divided and distributed to the following as they shall agree within one-hundred twenty (120) days after the death of the Settlor: one (1) share to each of the Settlor's children who survives the Settlor; and one (1) share to the descendants of each of the Settlor's children who does not survive the Settlor but who leaves descendants who do survive the Settlor. As to any such property for which there is no agreement between said beneficiaries as to distribution within one-hundred twenty (120)

days after the death of the Settlor, the attorney for the Trust shall either: (1) distribute such property to said beneficiaries who survive the Settlor, in substantially equal shares the composition of which shall be determined in said attorney's sole discretion; or (2) sell such property and distribute the proceeds pursuant to Article III, Section 3.06(B) below. The dispositions in this subsection shall include any proceeds of property damage insurance on said property as well as unused premiums on property and liability insurance thereon. Every item passing under this subsection shall be delivered at the expense of the Trust. In addition, the Trustee shall have discretion to insure any item until delivery and provide for its storage and safekeeping until delivery at the expense of the Trust.

B. Upon the death of Settlor, the Trust shall terminate and the Trustee shall distribute the entire Trust Estate remaining after distributions pursuant to Article III, Section 3.06(A) above in fee and free of this Trust as follows: one (1) share to each of the Settlor's children who survives the Settlor; and one (1) share to the descendants of each of the Settlor's children who does not survive the Settlor but who leaves descendants who do survive the Settlor.

C. Any share of the Trust Estate payable pursuant to Article III, Section 3.06(B) to a descendant of the Settlor under

the age of twenty-one (21) years shall be distributed to the Settlor's daughter, Kathleen M. Erdelac, as custodian in fiduciary capacity pursuant to the Indiana Uniform Transfers to Minors Act, as amended or superseded. If either Kathleen M. Erdelac is, or should subsequently become, unable or unwilling to serve, then the Settlor's daughter, Barbara J. Fransioli, shall serve as successor custodian of any such share of the Trust Estate in fiduciary capacity pursuant to the Indiana Uniform Transfers to Minors Act, as amended or superseded. If Barbara J. Fransioli is, or should subsequently become, unable or unwilling to serve, then the Settlor's son, Frank F. Fransioli, shall serve as successor custodian of any such share of the Trust Estate in fiduciary capacity pursuant to the Indiana Uniform Transfers to Minors Act, as amended or superseded. If Frank F. Fransioli is, or should subsequently become, unable or unwilling to serve, then the Settlor's son, Robert P. Fransioli, shall serve as successor custodian of any such share of the Trust Estate in fiduciary capacity pursuant to the Indiana Uniform Transfers to Minors Act, as amended or superseded.

ARTICLE IV - TRUSTEE POWERS

Retain Investments of Settlor

Section 4.01.

The Trustee is authorized to retain in the Trust for such time as the Trustee may deem advisable any property, including shares of the Trustee's own stock, received by the Trustee from the Settlor, whether or not such property is of the character permitted by law for the investment of Trust funds, and to operate at the risk of the Trust Estate any business or property received by the Trustee from the Settlor.

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Management of Trust Property

Section 4.02.

In the investment, administration, and distribution of the Trust created herein, the Trustee shall have all the powers given to trustees by statute, or by case or rule of law, and in addition shall have the following specific powers:

Receive Property

A. The Trustee shall have the power to receive additional property from any other person, by will or otherwise, as part of the Trust Estate.

Income and Principal

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

Payment of Estate Tax

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 purpose. The Trustee shall use any United States Treasury Bonds in the Trustee's possession which would be eligible for redemption at par to pay Federal Estate Tax to the extent eligible under the Internal Revenue Code, as amended or superseded.

Elections Under Tax Laws

D. The Trustee may make such elections under the federal and state income and estate tax laws applicable to the Trust Estate 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.

Certain Employment Benefits

E. Notwithstanding the foregoing provisions of this Article, no assets of the Trust Estate shall be used which are excludable from the Settlor's gross estate for federal estate tax purposes because of the provisions of Section 2039(c) of the Internal Revenue Code of 1954, or any like provision in effect at the Settlor's death, to make any payments to or for the benefit of the Settlor's estate or to pay any taxes or obligations of the Settlor's estate.

All Necessary and Appropriate Acts

F. 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.

are to be a first lien on, and to be repaid out of, principal, as an expense of the Trust.

Notification of Trustee

J. Until the Trustee shall receive written notice of any birth, marriage, death, or other event, upon which the right to payment from this Trust may depend, the Trustee shall incur no liability for disbursements or distributions made, or omitted, in good faith.

ARTICLE V - ADMINISTRATION AND CONSTRUCTION

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Use of Headings

Section 5.01.

The use of headings and of gender references in this Trust Agreement are merely for convenience and shall have no legal effect. Whenever the context admits or so requires, the singular term and the related pronoun shall include the plural, and the masculine shall include the feminine and neuter, and vice versa.

Effect of Invalidity

Section 5.02.

If any provision or condition of this Trust Agreement shall be determined to be invalid or void for any reason, such

Payment of Trust Expenses

G. The Trustee shall have the authority to pay all costs, charges and expenses of the Trust Estate, together with reasonable compensation for the Trustee's services in the whole or partial distribution of the Trust Estate. The Trustee shall have the authority to employ and compensate from the Trust Estate such agents, assistants and attorneys as, in the Trustee's judgment, shall be necessary to protect and manage the Trust property.

H. The Trustee shall have the power to borrow money for any Trust purpose, upon such terms and conditions as the Trustee may deem proper. The Trustee shall have the power to obligate the Trust Estate for repayment and encumber the Trust Estate or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable.

I. The Trustee shall have the power, in the Trustee's discretion, to advance funds to any Trust herein created, for any Trust purpose. Such advances, with interest at current rates,

determination shall not affect the validity of any other provision hereof.

#### Representation of Beneficiaries

##### Section 5.03.

In any proceeding involving the construction, operation, or modification of this Trust Agreement, the then living beneficiaries to or for whom income may then be paid or used shall represent all unknown, unborn, or undetermined beneficiaries, and any order, judgment, or decree rendered in such proceeding shall be binding, not only upon such persons, but also upon all unknown, unborn, and undetermined beneficiaries and all persons interested herein.

#### Incapacity of Persons

##### Section 5.04.

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

- (1) A court order finding such person to be legally incapacitated, or appointing a guardian of the estate to act for him or her; or
- (2) A duly executed medical report from each of two

licensed physicians, each certifying that he or she has examined the person, and has concluded that, by reason of a medically demonstrable condition or conditions, including physical or mental illness or disability, such person had, at the date thereof, become incapacitated to act rationally and prudently in his or her own financial best interests.

B. Any physician's medical report may be revoked by a similar report, certifying that the person is no longer incapacitated, and executed by the same physicians, or by two other duly licensed physicians;

C. No trustee shall be under a 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 assets.

Effect of Incapacity

Section 5.05.

All rights, benefits, and powers accorded any beneficiary under this Trust Agreement, including the Settlor, who is under a legal incapacity shall be exercised on behalf of such beneficiary by the duly appointed guardian of the estate, if any. If there is no duly appointed guardian of the estate, the following persons shall act on behalf of such beneficiary in the following

order of priority:

- A. Any duly appointed attorney-in-fact for such beneficiary who is empowered to so act.
- B. Such beneficiary's natural guardian.
- C. The person standing in loco parentis to such beneficiary.

By way of illustration and not limitation, the foregoing rights, benefits, and powers include the right to receive notices of Trustee resignations, the power to participate in the selection of a successor fiduciary under Article VI, and the right to represent certain beneficiaries as specified in Section

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Spendthrift Provisions

Section 5.06.

No interest of any beneficiary other than the Settlor in the income and/or principal of the Trust Estate created pursuant to this Trust Agreement (including any interest in rents and profits from land), due presently or at some future time, shall be subject to any assignment or transfer, whether voluntary or involuntary, by or from such beneficiary. If any beneficiary of this Trust Agreement other than the Settlor shall attempt to anticipate, pledge, assign, sell, transfer, alienate, or encumber such beneficiary's interest, or if any creditor or claimant shall

attempt to subject such interest to the payment of any debt, liability, or obligation of such beneficiary, then thereupon the absolute right of such beneficiary to income and/or principal shall cease and thereafter the trustee shall pay such income and/or principal to or apply such income and/or principal for the proper health, support, welfare, and education of one or more of the following persons: such beneficiary; such beneficiary's spouse or descendants; and those who would be entitled to receive the interest and/or principal of the Trust Estate had such beneficiary died immediately prior to the receipt of such income and/or principal by the trustee, in such manner and proportions as the trustee in his or her sole and absolute discretion may determine, regardless of equality of distribution. However, in no event shall the trustee be required or compelled to pay any part of the income and/or principal to or for such beneficiary.

Administration Free of Probate

Section 5.07.

Unless in conflict with applicable local law, the Trust shall not be required to be registered and shall be administered free from the active supervision of any court.

Applicable Law

Section 5.08.

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

Situs of Trust

Section 5.09.

The Situs of the Trust Estate may be transferred from its original situs to such other jurisdiction within the United States as the then acting Trustee may designate.

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Definitions

Section 5.10.

The following definitions apply in any use of the terms in this Trust Agreement:

A. "Descendants" means the immediate and remote lawful, lineal descendants of the person referred to who are in being at the time they must be ascertained in order to give effect to the reference to them, whether they are born before or after the death of the Settlor or the death of any other person. Unless otherwise expressed, persons who take as descendants shall take by right of representation, in accordance with the rule of per



stirpes distribution, and not in accordance with the rule of per capita distribution. "Descendants" includes adopted descendants only if they are legally adopted when they are under the age of fourteen (14) years.

B. Survival of an event, such as the death of the Settlor or the death of another, is to be construed to require that the person referred to survive for thirty (30) days.

C. "Trust Estate" as used in this Trust Agreement shall refer to all of the principal and to all of the income (accumulated, accrued, or unpaid), less any applicable expenses and other appropriate reductions.

**ARTICLE VI - RESIGNATION, REMOVAL AND SUCCESSOR TRUSTEE**

Resignation of Trustee

Section 6.01.

The Trustee may resign at any time upon thirty (30) days' written notice given to the Settlor, if she is living, or in the event of her death, upon thirty (30) days' written notice to the then current income beneficiary or beneficiaries hereunder.

Removal of Trustee and Appointment of Successor Trustees

Section 6.02.

The Settlor shall have the right to remove the Trustee and

appoint a Successor Trustee. Upon the Settlor's death or incapacity, the Settlor's daughters, Kathleen M. Erdelac and Barbara J. Fransioli, shall become Successor Co-Trustees. If either Kathleen M. Erdelac or Barbara J. Fransioli is, or should subsequently become, incapacitated or otherwise unable or unwilling to serve, then the Settlor's son, Frank F. Fransioli, shall become the Successor Co-Trustee. If Frank F. Fransioli is, or should subsequently become, incapacitated or otherwise unable or unwilling to serve, then the Settlor's son, Robert P. Fransioli, shall become the Successor Co-Trustee. If both Kathleen M. Erdelac and Barbara J. Fransioli are, or should subsequently become, incapacitated or otherwise unable or unwilling to serve, then the Settlor's sons, Frank F. Fransioli and Robert P. Fransioli, or the survivor of them, shall become the Successor Co-Trustees or Successor Trustee. The appointment of a Successor Trustee shall be made by notice in writing to the former Trustee or his or her legal representative, and written acceptance of such appointment by the named successor shall be appended to such notice.

Appointment by Beneficiaries

Section 6.03.

In the event that all of the above named Trustees resign, or

are unwilling or unable to act, leaving no Trustee to act, and the Settlor has not, by amendment hereto, provided for additional nominees, the beneficiaries who are, at that time, entitled to receive income or principal of any Trust hereunder, and who are adults, shall have the right to appoint a Trustee to serve as Successor Trustee. If any such beneficiaries are not then adults, such appointment shall be made by the parent, or legal guardian of each such minor beneficiary. Appointment shall be by agreement of a majority of any such adult beneficiaries and the parent or legal guardian of each such minor beneficiary, if any.

Merger of Corporate Trustee

Section 6.04.

In the event that a corporation becomes a Trustee and shall merge, consolidate with, sell or transfer substantially all of the Trustee's assets in business to another corporation, the corporation resulting from such merger, consolidation, sale, transfer, or conversion, shall thereupon become the Trustee hereunder with the same effect as though originally named hereunder.

Annual Accounting By Successor Trustee

Section 6.05.

Any Successor Trustee shall render an annual accounting to the present beneficiary, or beneficiaries, of any Trust created hereunder, not more than one hundred twenty (120) days following the close of the fiscal year of any such Trust on December 31st.

Rights and Duties of Successor Trustee

Section 6.06.

The Successor Trustee shall have the following rights and duties:

A. Any Successor Trustee, upon acceptance of the Trust herein created, shall succeed to all duties and obligations of the original Trustee as though such Successor Trustee had been named herein as the original Trustee.

B. After receiving written notification of the appointment of a Successor Trustee, the Trustee hereunder shall render a final accounting and deliver to the Successor Trustee all assets as then constituted.

C. Any Successor Trustee may accept, without examination or review, the accounts rendered and the property delivered by or from the predecessor Trustee without incurring any liability or responsibility for doing so.

D. Every Successor Trustee appointed hereunder shall possess and exercise all power and authority conferred upon the original Trustee.

## ARTICLE VII - TERMINATION

### Termination by Trustee

Section 7.01.

Notwithstanding any other provisions contained herein, the Trustee shall have the right to terminate this Trust Agreement whenever the Trustee shall determine, in the Trustee's 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 shall be in the best interests of the beneficiaries thereof. In the event of termination of the Trust pursuant to this provision, the trust principal shall be distributed and paid to the beneficiaries then receiving income from such Trust.

### Mandatory Termination

Section 7.02.

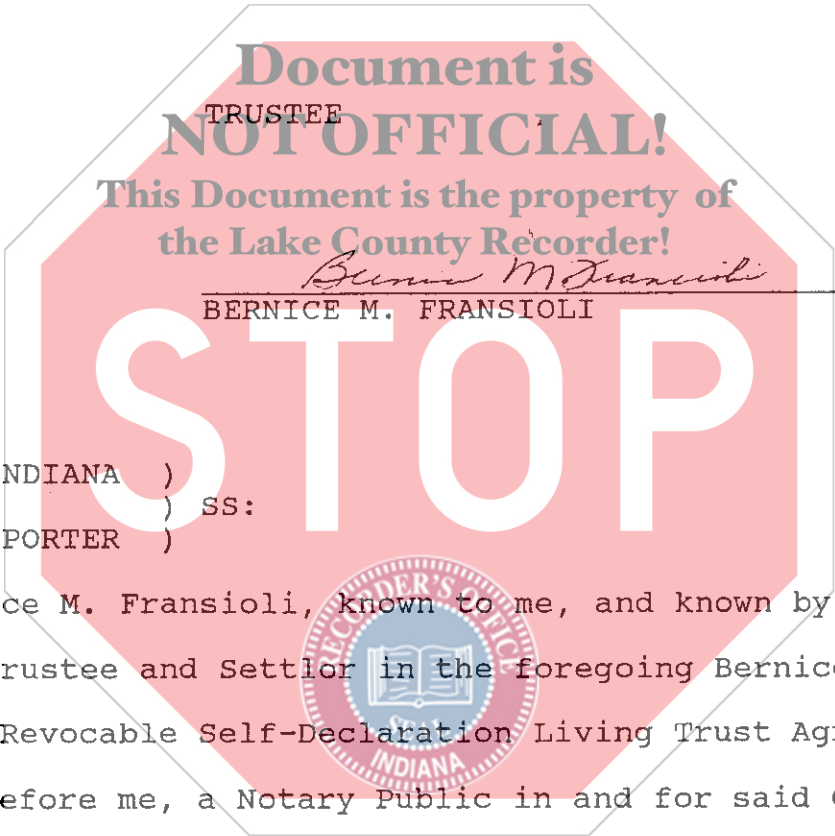
Any Trust created under this Agreement shall terminate, in any and all events, not later than twenty-one (21) years after the death of the last surviving beneficiary herein named who is

living at the death of the Settlor.

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

SETTLOR

*Bernice M. Fransioli*  
BERNICE M. FRANSIOLI

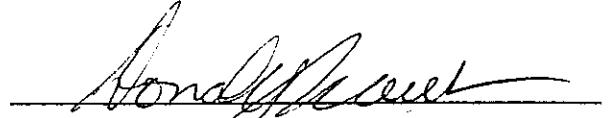


STATE OF INDIANA )  
                          ) SS:  
COUNTY OF PORTER )

Bernice M. Fransioli, known to me, and known by me to be both the Trustee and Settlor in the foregoing Bernice M. Fransioli Revocable Self-Declaration Living Trust Agreement, appeared before me, a Notary Public in and for said County and State, and acknowledged her signatures on said Trust Agreement while indicating that the same were given freely and voluntarily,

without fraud, duress, or undue influence.

WITNESS my hand and notarial seal this 27th day of December, 1994.



DONALD J EVANS  
NOTARY PUBLIC STATE OF INDIANA  
PORTER COUNTY  
MY COMMISSION EXP. SEPT 17, 1995



**SCHEDULE A**

A. Any and all of the Settlor's clothing, jewelry, household goods, furniture, automobiles, collections, pictures, books, antiques, works of art, personal effects, and any and all of the Settlor's other tangible personal property, including cash, located at the Settlor's residence or anywhere else whether acquired simultaneously with the execution of the Trust Agreement, previously, or hereafter.



This Instrument Prepared By:

Donald J. Evans  
Evans & Evans  
Seven Napoleon  
Valparaiso, Indiana 46383  
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