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MICHAEL A. BROWN  
RECORDER

8

### Affidavit of Trust

Under the pains and penalties of perjury, the undersigned hereby affirms as follows:

1. That Affiant has personal knowledge of the facts herein.
2. That the Henry M. Hellman Revocable Living Trust dated the 8<sup>th</sup> day of October, 2004, is the subject of this Affidavit.
3. That Henry M. Hellman, the Grantor and Initial Co-Trustee, passed away on the 3<sup>rd</sup> day of November, 2005 and that **Linda L. Flores** is the current Sole Trustee of said Trust. A copy of Henry M. Hellman's death certificate is attached hereto.
4. The Trust is currently in full force and effect. Attached to this Affidavit and incorporated in it are selected provisions of the Trust evidencing the following:
  - a. Article one (1) evidencing creation of the Trust
  - b. Article six (6) evidencing Successor Trustee
  - c. Article eleven (11) evidencing execution of said Trust
5. The pages, which are not attached to this Affidavit, are of a personal nature and, among other things, set forth the distribution of property. The pages not attached hereto do not modify the powers of the Trustee.
6. The Affiant declares that the foregoing statements and attached Trust provisions are true and correct and in full force and effect.
7. That the foregoing Affidavit of Trust is being filed to facilitate the transfer of the following described Real Estate located in the County of Newton, State of Indiana:

**Part of the Southeast Quarter of Section 28, Township 32, North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, described as follows:**

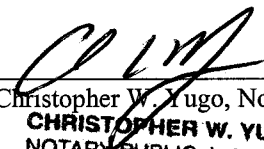
Commencing in the Northwest Quarter of the Southeast Quarter of said Section, at a point formed by the intersection of the South line of the right of way of the Chicago, Indiana & Southern Railroad Company, with a line drawn through the center of the Crown Point-Shelby Road and running thence South 40 rods, thence East and North and parallel with the line of said right of way 160 rods, more or less, to the center line of a public highway, thence North along the said center line of said highway 40 rods to the said South line of the right of way of the railroad aforesaid in the Northeast Quarter of the Southeast Quarter of said Section, thence West and South along said South right of way line to the Place of Beginning

Key Number: 02-03-0019-0004

Further Affiant Sayeth Not.

  
Linda Flores

Subscribed and sworn to before me on the 23 day of March, 2007.

  
Christopher W. Yugo, Notary Public  
**CHRISTOPHER W. YUGO**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires March 27, 2008  
Resident of Lake County, Indiana

My Commission Expires: 3/15/08  
My Resident County: Lake

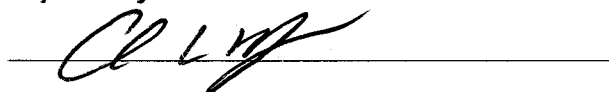
This Instrument prepared by:  
Christopher W. Yugo  
Indiana Attorney Number 17624-45

**FILED**

APR 26 2007

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

**I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law**



WHEN RECORDED RETURN TO:  
PROFESSIONALS' TITLE SERVICES, LLC  
9195 BROADWAY  
MERRILLVILLE, IN 46410

1385

25-  
LP  
2493

STATE OF ILLINOIS  
COUNTY OF COOK  
CITY OF CHICAGO

**NOV 04 2005**

I, JOHN L. WILHELM M.D., LOCAL REGISTRAR OF VITAL STATISTICS OF THE CITY OF CHICAGO, DO HEREBY CERTIFY THAT I AM THE KEEPER OF THE RECORDS OF BIRTHS, STILLBIRTHS AND DEATHS FOR THE CITY OF CHICAGO BY VIRTUE OF THE LAWS OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF CHICAGO; THAT THE ACCOMPANYING CERTIFICATE ON THIS SHEET IS A TRUE COPY OF A RECORD KEPT BY ME IN ORDINANCE OF SAID LAW AND ORDINANCES.



*John L. Wilhelm, M.D.*  
LOCAL REGISTRAR

CITY OF CHICAGO  
DEPARTMENT OF PUBLIC HEALTH

1. DECEASED NAME <b>Henry</b>		MIDDLE <b>Martin</b>		LAST <b>Hellman</b>		SEX <b>Male</b>	DATE OF DEATH (MONTH, DAY, YEAR) <b>3 Nov. 3, 2005</b>
2. COUNTY OF DEATH <b>Cook</b>		AGE AT LAST BIRTHDAY (YRS) <b>5a. 85</b>		UNDER 1 YEAR MOS.   DAYS   HOURS   MIN.		DATE OF BIRTH (MONTH, DAY, YEAR) <b>5d. July 4, 1920</b>	
3. CITY, TOWN, TWP. OR ROAD DISTRICT NUMBER <b>Chicago</b>		HOSPITAL OR OTHER INSTITUTION-NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER) <b>6b. Rush University Medical Center</b>		NAME OF SURVIVING SPOUSE (MADEN NAME, IF WIFE) <b>9. No</b>		IF HOSP. OR INST. INDICATE D.O.A. OPERM. RM. INPATIENT (SPECIFY) <b>6c. Inpatient</b>	
4. BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY) <b>Sweden</b>		MARRIED NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY) <b>8a. Widowed</b>		KIND OF BUSINESS OR INDUSTRY <b>11a. Chemistry Prof.</b>		EDUCATION (SPECIFY ONLY HIGHEST GRADE COMPLETED) Elementary/Secondary (0-12)   College (1-4 or 5+) <b>13c. No</b>	
5. SOCIAL SECURITY NUMBER <b>-3255</b>		USUAL OCCUPATION <b>11b. Chemist</b>		CITY, TOWN, TWP. OR ROAD DISTRICT NO. <b>11c. Chicago</b>		COUNTY <b>5d. Lake</b>	
6. RESIDENCE (STREET AND NUMBER) <b>20708 Calfax</b>		ZIP CODE <b>13b. 46356</b>		RACE (WHITE, BLACK, AMERICAN INDIAN, etc.) (SPECIFY) <b>14a. White</b>		INSIDE CITY (YES/NO) <b>13c. No</b>	
7. FATHER-NAME FIRST MIDDLE LAST <b>Karl Johan Hellman</b>		MOTHER-NAME FIRST MIDDLE LAST <b>Klara Mathilda Karlsson</b>		RELATIONSHIP <b>17b. Niece</b>		MAILING ADDRESS (STREET AND NO. OR R.F.D., CITY OR TOWN, STATE, ZIP) <b>17c. 236 Augusta Dr. Crown Point IN 46307</b>	
8. PART I. Immediate Cause (Final disease or condition resulting in death) <b>Multiple Organ Failure</b>		(a) DUE TO OR AS A CONSEQUENCE OF <b>Sepsis</b>		(b) DUE TO OR AS A CONSEQUENCE OF		(c) DUE TO OR AS A CONSEQUENCE OF	
9. PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.		DATE OF OPERATION, IF ANY <b>20a. 20b.</b>		MAJOR FINDINGS OF OPERATION		AUTOPSY (YES/NO) <b>19a. No</b>	
10. (I) (D) (DID NOT ATTEND THE DECEASED AND LAST SAW HIM/HER ALIVE ON <b>21a. Nov. 3, 2005</b>		WAS CORONER OR MEDICAL EXAMINER NOTIFIED (YES/NO) <b>21b. No</b>		HOUR OF DEATH <b>21c. 9:28 A</b>		DATE SIGNED (MONTH, DAY, YEAR) <b>22b. 11/3/05</b>	
11. 22a. SIGNATURE <i>Dr. Steven Schaefer</i>		NAME AND ADDRESS OF CERTIFIER (TYPE OR PRINT) <b>22c. Dr. Steven Schaefer 1653 W. Congress Pkwy Chg IL 60612</b>		ILLINOIS LICENSE NUMBER <b>22d. 125-047986</b>		NOTE: IF AN INJURY WAS INVOLVED IN THIS DEATH THE CORONER OR MEDICAL EXAMINER MUST BE NOTIFIED.	
12. 23. Dr. John Butsch		CEMETERY OR CREMATORY-NAME <b>24a. Calvary Cremation</b>		LOCATION <b>24b. Calvary Cemetery</b>		DATE (MONTH, DAY, YEAR) <b>24c. November 5 2005</b>	
13. 25a. <i>Shimkus Funeral Service</i>		STREET AND NUMBER OR R.F.D. <b>25b. 4147 West 78th Place Chicago</b>		CITY OR TOWN <b>25c. Illinois 60652</b>		FURNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER <b>25d. 034-014639</b>	
14. LOCAL REGISTRAR'S SIGNATURE <i>John L. Wilhelm, M.D.</i>		DATE FILED BY LOCAL REGISTRAR (MONTH, DAY, YEAR) <b>26a. NOV 04 2005</b>		ZIP <b>26b.</b>			

## TRUST AGREEMENT

THIS AGREEMENT AND DECLARATION OF TRUST (herein sometimes referred to as "Trust Agreement"), made effective this 8<sup>th</sup> day of October, 2004, between Henry M. Hellman, a resident of Lake County, State of Indiana, as Grantor, and Henry M. Hellman and Linda Flores, as Co-Trustees;

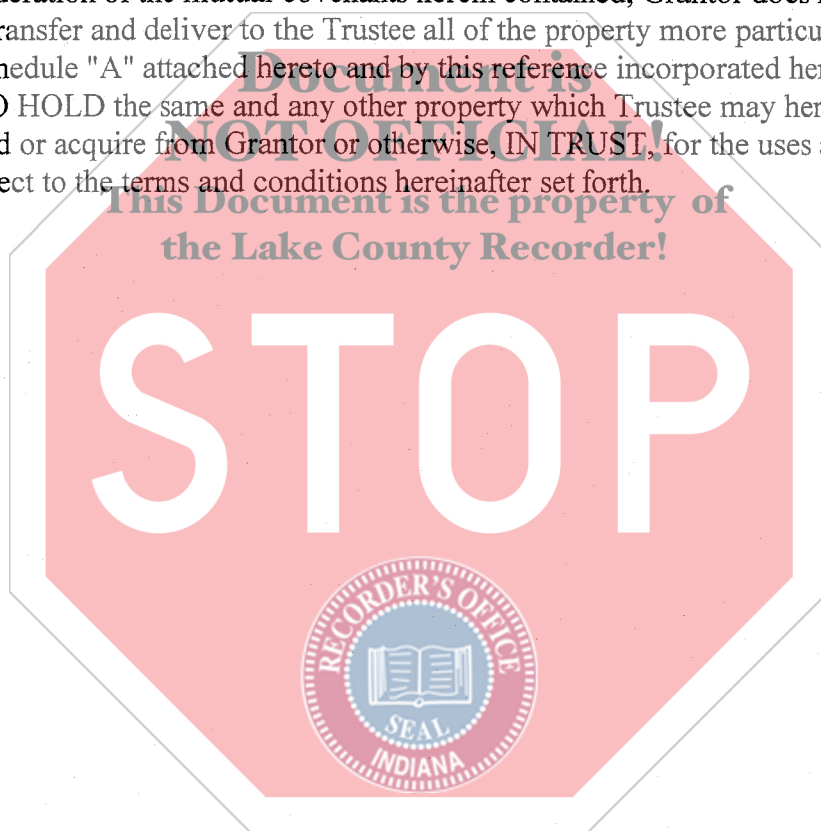
WITNESSETH;

### ARTICLE 1 CREATION OF TRUST

In order to provide for the future comfort and security of Grantor and the other beneficiaries hereafter mentioned, Grantor hereby creates a revocable inter vivos trust (sometimes referred to as a "living trust"). The name of this trust shall be:

Henry M. Hellman Revocable Living Trust

In consideration of the mutual covenants herein contained, Grantor does hereby convey, assign, transfer and deliver to the Trustee all of the property more particularly described upon Schedule "A" attached hereto and by this reference incorporated herein; TO HAVE AND TO HOLD the same and any other property which Trustee may hereafter at any time hold or acquire from Grantor or otherwise, IN TRUST, for the uses and purposes and subject to the terms and conditions hereinafter set forth.



## ARTICLE 6

### PROVISIONS RE: TRUSTEE AND SUCCESSOR TRUSTEE

6.1 *Powers of Trustee.* In addition to, and not in limitation of, any powers conferred upon all trustees by any applicable statute or general rules of law, Trustee shall have all of the powers, and is expressly authorized in Trustee's sole and absolute discretion to do and perform all of the acts and things, that are more fully detailed and set forth upon the attachment to this Trust Agreement captioned "POWERS OF TRUSTEE," the provisions of which are by this reference incorporated herein and made a part hereof. Whenever the office of Trustee is held by Co-Trustees, the Co-Trustees may exercise such power and authority in the manner described in Paragraphs 24 and 25 of the said "POWERS OF TRUSTEE."

6.2 *Successor Trustee.* Vacancies in the office of Trustee and Co-Trustee hereunder shall be filled as follows:

(A) *Appointment of Successor Trustee.* Linda Flores is hereby designated as Successor Trustee under this Trust Agreement. If the Successor Trustee shall be unable or unwilling to assume the office of Trustee when required to do so, or having assumed such office shall resign or shall for any other reason cease to, or become unable to, act as Trustee hereunder, then the Alternate Successor Trustee shall automatically succeed to the office of Trustee in the same manner, and with like powers and authority, as provided herein with respect to the originally designated Successor Trustee. The following person is hereby designated as Alternate Successor Trustee: Karl Hellman

(B) *Succession to Office of Trustee.* Successor Trustee shall succeed to the office of Trustee if at any time the original Trustee shall resign or shall for any other reason cease to, or become unable to, act as Trustee hereunder.

(C) *If Incapacitated Grantor Regains Capacity to Act as Trustee.* If Successor Trustee assumes the office of Trustee by reason of the incapacity of the Grantor, and Grantor shall subsequently deliver to the Successor Trustee a written notice, signed by Grantor, declaring that Grantor is now able and willing to perform the duties of Trustee and elects to resume the office of Trustee, the Successor Trustee shall automatically cease to serve as Trustee and the Grantor shall thereafter serve as Trustee so long as Grantor is able and willing to do so. If Grantor subsequently becomes unable or unwilling to serve as Trustee, the Successor Trustee shall again automatically succeed to the office of Trustee to fill the vacancy.

The succession to the office of Trustee by Successor Trustee under the foregoing circumstances shall be automatic, without the necessity for a vesting order from any Court. Upon succession to the office of Trustee, Successor Trustee shall automatically have all the title, interest, rights, and powers, including discretionary rights and powers, of the former Trustee, all without any assignment or other act by any person.

6.3 *Limitation Upon Exercise of Trustee's Powers by a Successor Trustee.* The provisions of this Paragraph shall be in force and effect during all periods of time in which the office of Trustee or Co-Trustee of any trust hereunder is held by an individual or entity other than the Grantor hereunder. While Grantor is living, mentally competent, and physically and mentally capable of understanding and evaluating proposed investment decisions, and to signify approval or disapproval thereof, Grantor is hereby designated as a "Trust Advisor." During all periods of time in which there shall be at least one Trust Advisor, Trustee shall not purchase, hold, or sell any investment asset (including but not necessarily limited to stocks, bonds, or other securities, general or limited partnership interests, real estate or interests in real estate), unless such holding, or transaction of purchase or sale, and the terms thereof, is approved by each Trust Advisor. Trustee shall have no liability to any trust beneficiary, present or future, with respect to: (a) Any loss that results from an investment transaction approved by a Trust Advisor, or (b) Any loss that results from a failure to take an action proposed by the Trustee, but disapproved by a Trust Advisor. The powers herein granted to a Trust Advisor must be exercised by the Trust Advisor in a fiduciary capacity.

6.4 *Appointment of Successor by Last Remaining Trustee or Co-Trustee.* If at any time the office of Trustee hereunder is held by one individual, and no successor Trustee has been appointed elsewhere in this Trust Agreement who is living, able, and willing to fill the vacancy in the office of Trustee should the present Trustee resign or for any other reason become unable to serve as Trustee hereunder, the present Trustee may, by an instrument in writing filed with the books and records of the Trustee, appoint a successor Trustee. If express provisions are included elsewhere in this Trust Agreement defining eligibility requirements for a successor Trustee, the party so appointed must meet such eligibility requirements. The party so appointed shall automatically succeed to the office of Trustee in event of a vacancy in the office of Trustee in the same manner and with the same authority as the predecessor Trustee.

6.5 *Total Vacancy in Office of Trustee.* If at any time there shall exist a total vacancy in the office of Trustee as to which the identity of the successor Trustee has not been expressly provided for in this Trust Agreement, whether such vacancy shall result from the resignation or removal of the Trustee, or otherwise, such vacancy shall be filled by appointment as follows: The appointment shall be made by Grantor, if Grantor is living, competent, and able to act in Grantor's own behalf; or if Grantor is deceased, or is living but is incompetent or otherwise unable to act in Grantor's own behalf, such appointment shall be made by a majority in interest of the adult and otherwise legally competent beneficiaries and legal guardians of the estates of any minor or incompetent beneficiaries, who are at such time entitled to distribution of any part of the principal of the trust estate (or would at such time be so entitled in event of the death of Grantor). Unless appointed during a period of time in which Grantor is living, competent, and able to act in Grantor's own behalf, the party appointed to succeed to the office of Trustee must be a bank or trust company having an office in the State in which Grantor then resides, if Grantor is then living, or having an office in a State in which Grantor resided or owned real property at the time of Grantor's death, unless those persons entitled to participate in the appointment of the successor Trustee shall unanimously agree otherwise, or unless after reasonable inquiry no bank or trust company willing to serve as Trustee hereunder can be found.

6.6 *Compensation to Trustee.* Any party serving as Trustee hereunder other than a Grantor shall be entitled to fair and reasonable compensation, and to reimbursement of expenses incurred, in the performance of such party's duties under the trusts hereby created. The reasonable compensation of a bank or trust company for its services as Trustee shall be in accordance with its published schedule of fees in effect from time to time, and the reasonable compensation of an individual for his or her services as Trustee or Co-Trustee shall not exceed the customary charges of corporate trustees in the same locality for similar services.

6.7 *Resignation or Removal of Trustee.* Any Trustee or Co-Trustee acting hereunder may resign at any time by delivering not less than thirty (30) days' written notice to Grantor, if Grantor is living, competent, and able to act in Grantor's own behalf, or otherwise to those persons who at such time have the right to appoint a successor Trustee in event of a total vacancy in the office of Trustee. If at any time the office of Trustee shall be held by a bank or trust company ("corporate trustee"), a majority in interest of those persons then having the right to appoint a successor Trustee in event of a vacancy in the office of Trustee may remove any such corporate trustee at any time acting hereunder and substitute a different corporate trustee, for any reason they may deem sufficient and without the necessity for the order of any Court, by instrument in writing delivered to Trustee not less than thirty (30) days prior to the effective date of such removal. Nothing contained herein is intended to restrict the right of any interested party to seek judicial removal of any Trustee or Co-Trustee pursuant to the laws of the jurisdiction under whose laws this Trust is being administered. The beneficiaries, to whom such notice of resignation shall be given, or who shall exercise such power of removal, may, without liability to any present or future beneficiary hereunder, approve the accounts of, and give a full and complete release and discharge to, any such resigned or removed Trustee.

6.8 *Limitation of Liability of Trustee.* Each party who accepts the office of Trustee hereunder shall be deemed to have relied upon the provisions contained in this paragraph as a material part of the consideration for such party's agreement to accept the office of Trustee and to serve in such capacity. Grantor declares:

(A) *Actions of Grantor Serving as Trustee.* No beneficiary, present or future, shall have any claim whatsoever against Trustee or any successor in said office, or against the trust estate, by reason of any loss or diminution of the trust estate resulting from any action taken, or any omission to act, on the part of the Trustee during periods of time in which Grantor served as Trustee or Co-Trustee hereunder. So long as Grantor shall serve as Trustee or Co-Trustee hereunder, each and every action of the Trustee, and each and every failure or omission of the Trustee, shall be deemed to have been expressly authorized and directed by Grantor and by the provisions of this Trust Agreement.

(B) *Acts of Predecessors.* No successor Trustee shall be liable or responsible for any act or default of any predecessor Trustee or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the trust estate prior to such successor Trustee becoming Trustee hereunder, nor shall such

successor Trustee be required to inquire into or take any notice of the prior administration of the trust estate, or any part thereof.

(C) *Limitation of Liability of Individual Trustees.* Excepting only cases of actual fraud, bad faith, or gross negligence, no individual Trustee or Co-Trustee shall be personally liable for mistakes in judgment, or for any acts or omissions in the performance of such person's responsibilities hereunder. Without limiting the generality of the foregoing:

(1) No presumption of irregularity or breach of fiduciary duty shall arise by reason of any contract or transaction entered into between a Trustee who is an individual, and himself or herself in an individual capacity.

(2) If an individual Trustee or Co-Trustee is also a beneficiary entitled to receive a distribution from the trust estate after the death of Grantor, no presumption of irregularity or breach of fiduciary duty shall arise by reason of such Trustee's conveyance or transfer of property to himself or herself for the purpose of carrying out the distribution instructions contained in this Trust Agreement.

(3) If an individual Trustee also serves as legal guardian of the person of a beneficiary of this trust who is a minor, no presumption of irregularity or breach of fiduciary duty shall arise by reason of Trustee having made distributions to himself or herself as reimbursements for reasonable expenses actually incurred by him or her in the capacity of guardian for the purpose of providing for the maintenance, education, support, and health of the beneficiary.

(D) *Liability for Hazardous Materials.* In the event the trust estate of this Trust includes any real estate, or interest therein, at the time a successor Trustee assumes the office of Trustee, the successor Trustee shall have no duty to the beneficiaries of this Trust to conduct an inspection of such property for hazardous materials or substances, or to require that such an inspection be made. Should it later be discovered that there are hazardous materials or substances in or upon such real estate that require remedial action pursuant to any federal, state, or local environmental law, the successor Trustee shall have no liability to the Trust, or to its beneficiaries, by reason of any expense, loss, or diminution of value as a consequence of the successor Trustee having retained such real estate as a part of the trust estate unless the successor Trustee contributed to the loss or diminution in value through successor Trustee's own willful default, willful misconduct, or gross negligence after assuming the office of Trustee.

6.9 *No Bonding or Court Supervision.* No Trustee or successor Trustee shall be required in any jurisdiction: (1) To provide any bond as Trustee; or (2) To qualify before, be appointed by, or account to any court except in cases of breach of trust; or (3) To obtain the approval or order of any court in connection with the exercise of any power or discretion herein granted to the Trustee.

ARTICLE 11  
ACCEPTANCE OF TRUST

Co-Trustees accept the trust created hereby, and agrees to hold, administer, and distribute the trust estate upon the terms herein set forth. This Trust Agreement shall be effective immediately upon execution of this instrument by Grantor and Co-Trustees. It is not necessary that this document be executed by the Successor Trustee, but if the Successor Trustee does execute this Trust Agreement the Successor Trustee thereby agrees to serve as Trustee hereunder at the times, and in the manner, herein provided.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto, effective as of the day and year first above written. Three (3) copies of this document are being simultaneously executed by Grantor, and each of said signed copies shall be deemed an original hereof.

Henry M. Hellman  
Henry M. Hellman, Settlor

Henry M. Hellman  
Henry M. Hellman, Trustee

Linda Flores  
Linda Flores, Trustee



STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

On this 8<sup>th</sup> day of October, 2004, before me, the undersigned, a Notary Public, personally appeared **Henry M. Hellman and Linda Flores** and acknowledged the execution of the foregoing Revocable Living Trust.

WITNESS my hand and notarial.



Christopher W. Yugo  
Christopher W. Yugo, Notary Public

My Commission Expires: 3/27/08  
My Resident County: Lake

CHRISTOPHER W. YUGO  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires March 27, 2008  
Resident of Lake County, Indiana