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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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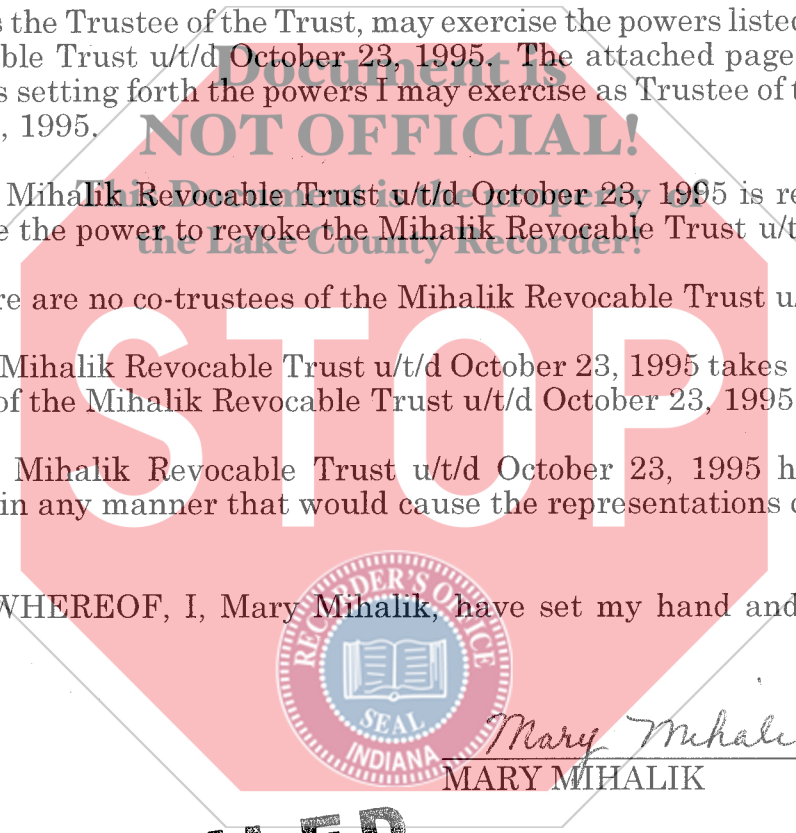
MICHAEL A. BROWN  
RECORDER

**CERTIFICATION OF TRUST**

I, Mary Mihalik, Trustee of the Mihalik Revocable Trust u/t/d October 23, 1995, hereby certify as follows:

1. That the Mihalik Revocable Trust u/t/d October 23, 1995 is full force and effect and was executed on October 23, 1995.
2. That James J. Mihalik and Mary Mihalik are the Settlers of the Mihalik Revocable Trust u/t/d October 23, 1995.
3. That James J. Mihalik died on February 22, 1997. A copy of James J. Mihalik's death certificate is attached hereto as "Exhibit A" and incorporated herein by reference.
4. That I, as the Trustee of the Trust, may exercise the powers listed in the attached pages of the Mihalik Revocable Trust u/t/d October 23, 1995. The attached pages are true and correct copies of the provisions setting forth the powers I may exercise as Trustee of the Mihalik Revocable Trust u/t/d October 23, 1995.
5. That the Mihalik Revocable Trust u/t/d October 23, 1995 is revocable and I, as the surviving Settlor, have the power to revoke the Mihalik Revocable Trust u/t/d October 23, 1995.
6. That there are no co-trustees of the Mihalik Revocable Trust u/t/d October 23, 1995.
7. That the Mihalik Revocable Trust u/t/d October 23, 1995 takes title to property in my name, as the Trustee of the Mihalik Revocable Trust u/t/d October 23, 1995.
8. That the Mihalik Revocable Trust u/t/d October 23, 1995 has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect.

IN WITNESS WHEREOF, I, Mary Mihalik, have set my hand and seal this 30<sup>th</sup> day of November, 2009.



*Mary Mihalik*  
MARY MIHALIK

**FILED**

DEC 01 2009

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

014216

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AO  
✓-15760  
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STATE OF INDIANA    )  
                                  )SS:  
COUNTY OF LAKE    )

Before me, the undersigned, a Notary Public in and for said County and State, this 30<sup>th</sup> day of November, 2009, personally appeared MARY MIHALIK and acknowledged the execution of the foregoing Certification of Trust. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Benjamin T. Ballou, Notary Public  
A Resident of Lake County

My Commission Expires:  
November 21, 2015

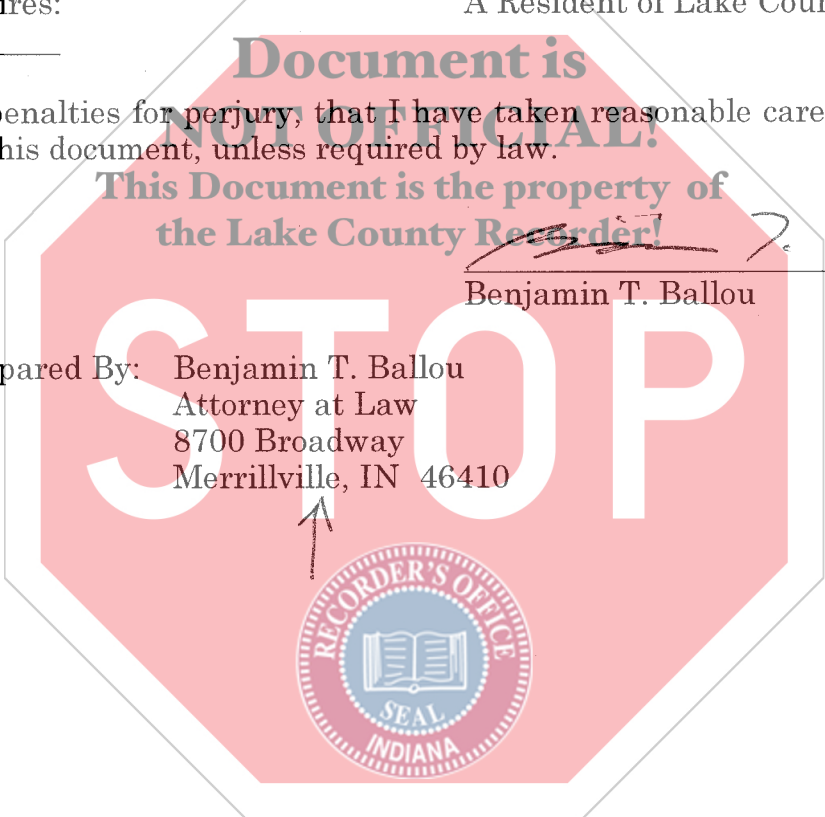
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

  
Benjamin T. Ballou

This Instrument Prepared By: Benjamin T. Ballou  
Attorney at Law  
8700 Broadway  
Merrillville, IN 46410

64757.1  
17,678



\* ATTENTION ESTATE: The Social Security # is being requested by this state agency in order to pursue its statutory responsibility. Disclosure is voluntary and there will be no penalty for refusal.

# INDIANA STATE DEPARTMENT OF HEALTH CERTIFICATE OF DEATH

THIS CERTIFIES THE FOLLOWING IS A TRUE AND COMPLETE COPY OF DEATH ON FILE WITH THE HAMMOND HEALTH DEPARTMENT.

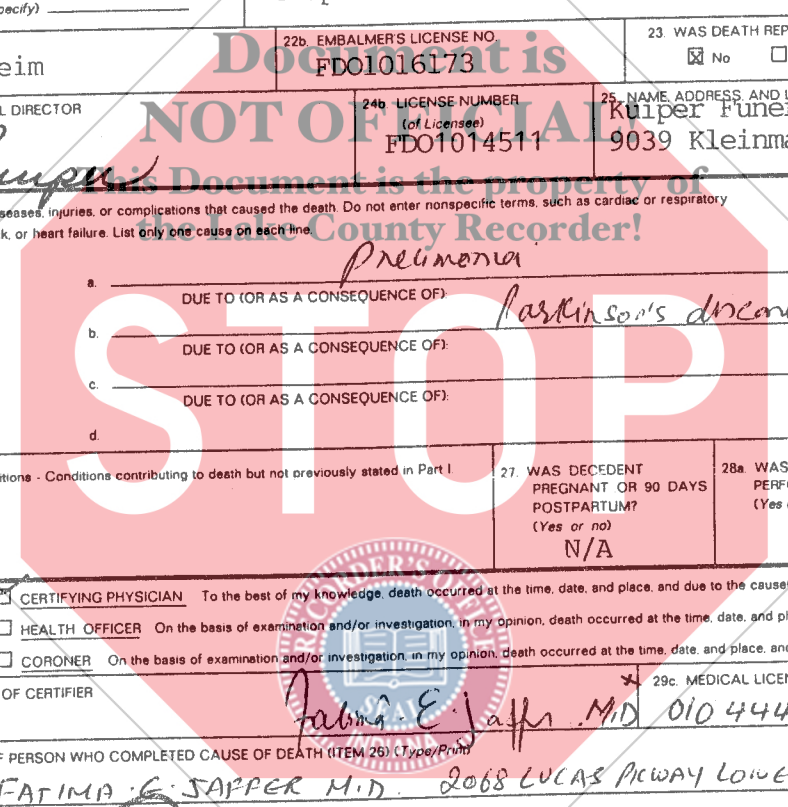
Local No. 153

Date Issued Feb 28, 1997  
Hammond Health Commissioner Franklin D. Spruill

THE RECORDS IN THIS SERIES ARE CONFIDENTIAL PER IC 16-1-19-3

TYPE/PRINT  
IN  
PERMANENT  
BLACK INK

1. DECEASED—NAME (First, Middle, Last) <b>James J. Mihalik</b>				2. SEX <b>Male</b>	3a. TIME OF DEATH <b>5:40 A.M.</b>	3b. DATE OF DEATH (Month, Day, Yr) <b>February 22, 1997</b>
4. *SOCIAL SECURITY NUMBER <b>312-12-4742</b>		5a. AGE—Last Birthday (Years) <b>74</b>	5b. UNDER 1 YEAR Months Days	5c. UNDER 1 DAY Hours Minutes	6. DATE OF BIRTH (Mo, Day, Yr) <b>May 14, 1922</b>	
7. BIRTHPLACE (City and State or Foreign Country) <b>East Chicago, Indiana</b>		9a. PLACE OF DEATH (Check only one. See instructions)				
8a. WAS DECEDENT A U.S. VETERAN? <b>Yes</b>	8b. YEAR LAST SERVED IN U.S. ARMED FORCES? <b>1945</b>	HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA		OTHER: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Other (Specify) <input type="checkbox"/> Residence		
9b. FACILITY NAME (If not institution, give street and number) <b>St. Margaret-Mercy North</b>				9c. CITY, TOWN, OR LOCATION OF DEATH <b>Hammond</b>		9d. COUNTY OF DEATH <b>Lake</b>
10. MARITAL STATUS (Specify) <b>Married</b>	11. SURVIVING SPOUSE (If wife, give maiden name) <b>Mary Durco</b>		12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) <b>Retired Fireman</b>		12b. KIND OF BUSINESS/INDUSTRY <b>Fire Dept.</b>	
13a. RESIDENCE—STATE <b>Indiana</b>		13b. COUNTY <b>Lake</b>	13c. CITY, TOWN, OR LOCATION <b>East Chicago</b>		13d. STREET AND NUMBER <b>5505 Walsh</b>	
13e. ZIP CODE <b>46312</b>	13f. INSIDE CITY LIMITS <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	14. CITIZEN OF WHAT COUNTRY? <b>U.S.A.</b>	15. WAS DECEDENT OF HISPANIC ORIGIN? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, specify Cuban, Mexican, Puerto Rican, etc.)		16. RACE—American Indian, Black, White, etc. (Specify) <b>White</b>	
17. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) <b>12</b> College (1-4 or 5+) <b></b>			18. FATHER'S NAME (First, Middle, Last) <b>James Mihalik</b>			
19. MOTHER'S NAME (First, Middle, Maiden Surname) <b>Martha Sprincz</b>			20a. INFORMANT'S NAME (Type/Print) <b>Mary Mihalik</b>			
20b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) <b>5505 Walsh East Chicago, IN 46312</b>			20c. Relationship <b>Wife</b>			
21a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		21b. DATE AND PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) <b>February 25, 1997 Chapel Lawn Memorial Gardens</b>			21c. LOCATION—City or Town, State <b>Schererville, Indiana</b>	
22a. EMBALMER'S NAME <b>Edgar C. Gleim</b>		22b. EMBALMER'S LICENSE NO. <b>FDO1016173</b>		23. WAS DEATH REPORTED TO CORONER? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
24a. SIGNATURE OF FUNERAL DIRECTOR <i>A. Kuiper</i>		24b. LICENSE NUMBER (of Licensee) <b>FDO1014511</b>		25. NAME, ADDRESS, AND LICENSE NUMBER OF FUNERAL HOME <b>Kuiper Funeral Home FH83007500 9039 Kleinman Rd. Highland, IN 46322</b>		
26. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter nonspecific terms, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.						Approximate Interval Between Onset and Death
IMMEDIATE CAUSE (Final disease or condition resulting in death) <b>Pneumonia</b>						
a. DUE TO (OR AS A CONSEQUENCE OF) <b>Parkinson's disease</b>						
b. DUE TO (OR AS A CONSEQUENCE OF)						
c. DUE TO (OR AS A CONSEQUENCE OF)						
d. DUE TO (OR AS A CONSEQUENCE OF)						
PART II. Other significant conditions - Conditions contributing to death but not previously stated in Part I						
27. WAS DECEDENT PREGNANT OR 90 DAYS POSTPARTUM? (Yes or no) <b>N/A</b>			28a. WAS AN AUTOPSY PERFORMED? (Yes or no) <b>No</b>		28b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or no) <b>N/A</b>	
29a. CERTIFIER (Check only one) <input checked="" type="checkbox"/> CERTIFYING PHYSICIAN To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) as stated. <input type="checkbox"/> HEALTH OFFICER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) as stated. <input type="checkbox"/> CORONER On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.						
29b. SIGNATURE AND TITLE OF CERTIFIER <i>Fatima E. Jaffer M.D.</i>						29c. MEDICAL LICENSE NO. <b>01044403</b>
29d. DATE SIGNED (Month, Day, Year) <b>2/25/97</b>						
30. NAME AND ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (ITEM 26) (Type/Print) <b>FATIMA E. JAFFER M.D. 2068 LUCAS PKWAY LOWELL IN 46356 (February)</b>						
31. HEALTH OFFICER'S SIGNATURE <i>Franklin D. Spruill</i>						32. DATE FILED (Month, Day, Year) <b>February 25, 1997</b>
33. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be Determined <input type="checkbox"/> Homicide		34a. DATE OF INJURY (Month, Day, Year)	34b. TIME OF INJURY	34c. INJURY AT WORK? (Yes or no)	34d. DESCRIBE HOW INJURY OCCURRED	
34e. PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify)				34f. LOCATION (Street and Number or Rural Route Number, City or Town, State)		
34g. DATE PRONOUNCED DEAD (Month, Day, Year)			34h. MOTOR VEHICLE ACCIDENT? (Yes or no) If yes, specify driver, passenger, pedestrian, etc.			



**The James J. and Mary Mihalik  
LIVING TRUST AGREEMENT  
(For Married Trustors)**

THIS TRUST AGREEMENT is made this 23rd day of OCTOBER, 1995, between James J. Mihalik (hereinafter "Husband Trustor") and Mary Mihalik (hereinafter "Wife Trustor"). Husband Trustor and Wife Trustor are hereinafter collectively referred to as the Trustors and Mary Mihalik is hereinafter referred to as the "Initial Trustee". The collective name of the trusts created hereunder is the "Mihalik Revocable Trust".

**ARTICLE ONE**

**CONSTRUCTION PROVISIONS**

**Assets.** The term "assets" shall mean: property of all form or nature, real or personal, tangible or intangible, including without limitation, real property; oil, gas, mineral interests, and other natural resources interests; commodity futures; foreign exchange; tangible or intangible personal property; securities and other intangible personal property; general and limited partnership interests; and anything else which may be the subject of ownership.

**Attained Age.** The term "Attained Age" shall have the meaning given to that term in Section A of Article Ten.

**Authorized Persons.** The term "Authorized Persons" shall have the meaning give to that term in Section B of Article Eight of this Trust Agreement.

**Child.** The term "Trustors' children" shall mean each Trustor's descendant in the first degree who was adopted by Trustors before reaching age eighteen (18) or was conceived during that Trustor's lifetime.

**Code.** The term "Code" shall mean the Internal Revenue Code as amended to date, and any amendatory or supplemental legislation.

**Community Estate.** The term "Community Estate" has the meaning given to that term in Section C of Article Two of this Trust Agreement.

**Designated Beneficiaries.** The term "Designated Beneficiaries" has the meaning given to that term in Section C of Article Seven of this Trust Agreement, as qualified by the provisions of Section D of Article Eight of this Trust Agreement.

assets as of the death of the Surviving Spouse, multiplied by the percentage written next to the name of that Designated Beneficiary.

(2) **Distribution of Assets.** Subject to the provisions of Article Ten of this Trust Agreement, the Trustees shall distribute each share created for a Designated Beneficiary then living directly to that Designated Beneficiary, and shall distribute each share created for a deceased Designated Beneficiary to that Designated Beneficiary's issue who are then living, per stirpes. If a Designated Beneficiary has died before the Surviving Spouse and has no issue who are then living, then the share that would have been created for such Designated Beneficiary if he or she had survived the Surviving Spouse shall be added, pro rata, to the other shares and be distributed in accordance with the foregoing provisions. If none of the Designated Beneficiaries nor any of their issue are then living, then one-half (1/2) of the remaining assets shall be distributed to those persons who would be heirs of the Husband Trustor and one-half (1/2) to those persons who would be heirs of Wife Trustor, in both cases determined by the laws of intestate succession in effect in the jurisdiction in which the decedent was residing at death, determined as though both Trustors died simultaneously on the date of death of the Surviving Spouse.

**ARTICLE EIGHT**

**NOT OFFICIAL!**

**FIDUCIARIES**

**Section A. Appointment of Trustees.**

(1) **Initial Appointment.** Wife Trustor ("Initial Trustee") shall be the Initial Trustee of this Trust Agreement. If for any reason the Initial Trustee is unable or unwilling to serve or continue to serve as Trustee, Trustors hereby nominate, constitute and appoint Cynthia S. Mako (hereinafter the "Second Trustee") as the Trustee of this Trust Agreement. If the Second Trustee is unable or unwilling to serve or continue to serve as Trustee, Trustors hereby nominate, constitute and appoint Kathleen A. Zerr as Trustee of this Trust Agreement. If for any reason the Initial Trustee, Cynthia S. Mako and Kathleen A. Zerr are all unable or unwilling to serve or continue to serve as Trustee, Trustors hereby nominate, constitute and appoint Anna Durco as Trustee of this Trust Agreement.

(2) **Resignation, Successor Trustee and Trustee in Default of Designation.** Any Trustee may resign or release any powers conferred by this Trust Agreement by giving sixty (60) days written notice to the Co-Trustee, if any, to the Successor Trustee, if one is designated, and to each Authorized Person (as defined in Section B of this Article Eight). At any time prior to the death of the Surviving Spouse, a Majority of the Authorized Persons (as defined in Section C of this Article Eight) may, by written

**Section F. Powers of Successor Trustees.** Each Successor Trustee shall have all rights and discretions which are granted to the Trustee who preceded that successor.

**Section G. Waiver of Bond.** No Trustee, Successor Trustee, or Co-Trustee shall be required to give any bond or security in any court or jurisdiction for acting as such.

**Section H. Accountings.** The Trustees, other than the Initial Trustee, shall periodically, at least quarterly, deliver to each beneficiary hereunder and to each Personal Representative of an incompetent beneficiary hereunder, a written account of the administration of the trusts under this Trust Agreement.

## ARTICLE NINE

### TRUSTEES' POWERS

**Section A. Powers.** The provisions of Sections A and B of Exhibit 1 attached hereto and incorporated herein by reference describe all powers, discretions and limitations thereon granted to the Trustee hereunder.

**Section B. Exoneration.** Section B of Exhibit 1 governs the scope of the Trustees' liability hereunder.

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ARTICLE TEN  
the Lake County Recorder!

### INCAPACITATED BENEFICIARIES

**Section A. Retention of Assets.**

(1) **Discretions.** Any assets which are directed to be distributed to a beneficiary who has not attained the age of twenty-five (25) years (hereinafter the "Attained Age") shall indefeasibly vest in that beneficiary, but the Trustees shall have absolute discretion to retain any of those assets until the beneficiary attains the Attained Age or dies, whichever occurs first. While holding any retained asset, the Trustees may exercise all rights and discretions over it which are granted elsewhere in this Trust Agreement, and shall be authorized at any time or times to distribute all or any part of the net income and principal of any retained asset to the beneficiary, which is advisable in the Trustees' reasonable discretion for the beneficiary's (a) health, (b) medical, dental, hospital and nursing expenses and expenses of invalidism, (c) education, including college and professional education, and (d) support in reasonable comfort. In making such distributions, the Trustees shall consider all income and other resources that the Trustees know are available to the beneficiary. Any undistributed income shall be

**Section B. Governing Law.** This Trust and the separate trusts created hereunder shall, at the Trustees' reasonable discretion, be governed by the laws of:

- (i) the State of Indiana;
- (ii) the state where the Trustee resides or has its principal place of business, provided it is a state of the United States of America; and
- (iii) the state where the beneficiary resides, provided it is a state of the United States of America.

The Trustees shall have no liability for exercising their discretion hereunder in the selection of governing law.

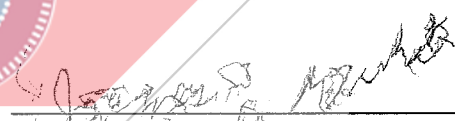
**Section C. Benefit and Burden.** The rights, duties and obligations created hereunder and the terms and conditions of this instrument, except as otherwise set forth herein, shall inure to the benefit of and be binding upon the parties hereto, their executors, personal representatives, administrators, successors and assigns.

**Section D. Partial Invalidity.** If any court of competent jurisdiction determines that any provision of this Trust Agreement is void, invalid or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect.

**Section E. No Contest.** If any beneficiary or other person shall contest any aspect or provision of this Trust Agreement, or attempt to void, invalidate, nullify or set aside all or any portion of this Trust Agreement, any trust created hereunder or any distribution therefrom in any way, then notwithstanding any other provision herein to the contrary, the rights and entitlements of such person hereunder shall be determined as if that person had died prior to the execution of this Trust Agreement without living issue. If any court of competent jurisdiction determines that any beneficiary or other person shall have a right to any interest in the Trust Estate other than as expressly provided in this Trust Agreement, then such person shall be given Ten Dollars (\$10.00) only.

**Section F. Headings.** The headings, titles, and subtitles in this Trust Agreement have been inserted solely for convenient reference, and shall be ignored in its construction.

TRUSTORS:

  
James J. Mihalik

  
Mary Mihalik

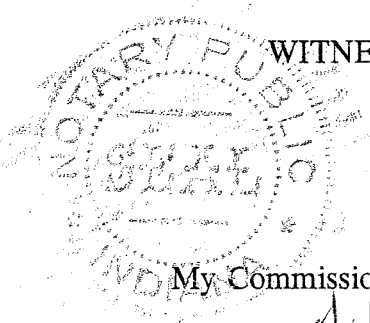
INITIAL TRUSTEE:

Mary Mihalik  
Mary Mihalik

STATE OF INDIANA )  
County of Lake ) SS:  
)

On this 23rd day of October, 1995 before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and sworn, personally appeared James J. Mihalik and Mary Mihalik, known to me to be the persons whose names are subscribed to the within instrument as "Trustors", and acknowledged that they freely and voluntarily executed the same for the purposes contained therein.

WITNESS my hand and official seal.



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David C. Wtz  
Notary Public

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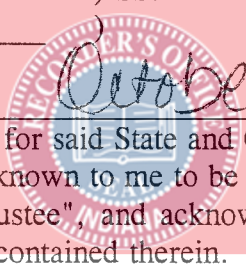
My Commission Expires: 8/16/97

DAVID C. Wtz  
Printed Name

My County of Residence is: LAKE County, Indiana

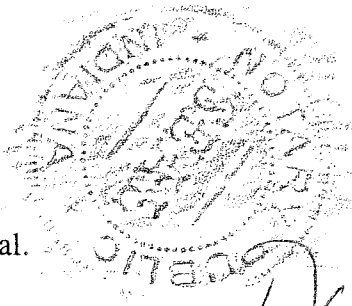
STATE OF INDIANA )  
County of Lake ) SS:  
)

On this 23rd day of October, 1995 before me, the undersigned, a Notary Public in and for said State and County, duly commissioned and sworn, personally appeared Mary Mihalik, known to me to be the person whose name is subscribed to the within instrument as "Initial Trustee", and acknowledged that she freely and voluntarily executed the same for the purposes contained therein.





WITNESS my hand and official seal.



*David C. Witz*

Notary Public

DAVID C. WITZ

Printed Name

My County of Residence is:

LAKE

County, Indiana

My Commission Expires:

8/16/19

*Anna Durco*

Witness Signature

*East Chicago, Indiana*

City, State of Residence

ANNA DURCO

Print Name

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*Jack Brandush*

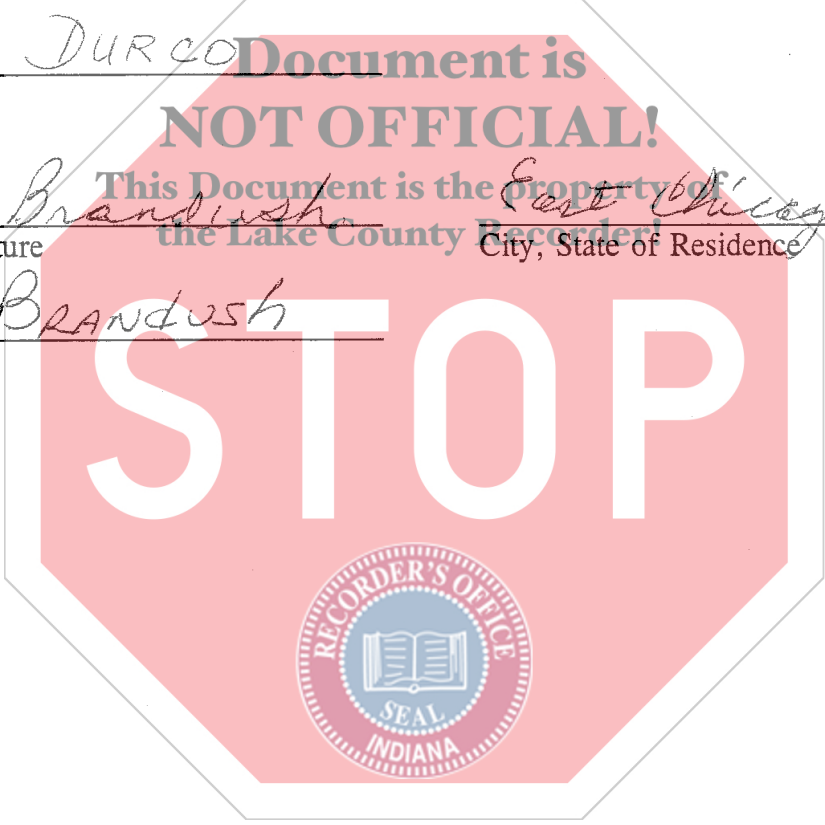
Witness Signature

*East Chicago, In. 46312*

City, State of Residence

JACK BRANDUSH

Print Name



## EXHIBIT 1

**Section A. Powers.** The Trustee shall have all powers and discretions which are granted to the Trustee hereunder and also all powers and discretions which may be authorized to a Trustee under governing state laws. In addition to, but not as a limitation, the Trustee shall have the right, power and authority to perform every act in the management of the trust which individual owners of like property can exercise, including, without limitation, the following:

(1) **Retention.** To collect, hold and retain assets for any period, in the same form in which they are received; regardless of any requirement that they be diversified; and regardless of whether said assets include assets in which the Trustee is personally interested;

(2) **Investments.** To invest and reinvest assets in other assets, regardless of from whom acquired; regardless of whether they are acquired for cash or on credit; regardless of whether they are authorized as trust investments; regardless of whether they are income-producing or speculative in nature; regardless of the proportion that any asset bears to the value of other assets in the trust; regardless of the relation that any asset bears to the type or character of other assets in the trust; and regardless of any diversification requirement; to establish, utilize and terminate savings and money market accounts with financial institutions of all types;

(3) **Disposition.**

(a) **Sales.** To sell any assets to any person, such sales may be on credit, with or without security, upon such term and condition as the Trustee shall determine; to enter into short sales of assets, regardless of whether they are part of the Trust Estate, and to borrow assets from any person to make such sales;

(b) **Exchanges.** To enter into exchanges of similar or dissimilar assets of equal value, upon such terms and conditions as the Trustee shall determine; to adjust for differences in valuation by giving or receiving consideration;

(c) **Options.** To grant purchase options to any persons, regardless of whether consideration is received, upon such terms and conditions as the Trustee may determine;

(4) **Management.**

(a) **Title.** To hold an asset in the name of a nominee or other forms without disclosure of the Trust, or in a form that allows transfer of title by delivery;

(b) **Operations.** To operate, conserve and manage assets, and in consideration therewith, Trustee shall have the power to obtain or vacate plats or adjust boundaries, to contest, pay or compromise tax assessments thereon and to apply for refunds in consideration therewith; to develop, demolish, subdivide, construct, partition;

to grant or release easements and dedicate to public use, with or without consideration; to protect, maintain, preserve, insure, demolish, build upon, improve, change, and improve or alter any part thereof; to make ordinary or extraordinary repairs thereon;

(c) **Liens.** To pledge assets to any person as security by way of mortgage, deed of trust, security agreement, pledge agreement or otherwise; to extend, renew, alter, amend, modify, refinance, reduce, extend maturity, satisfy liens on any assets; to prepay or satisfy in whole or in part, any installment of principal and/or interest due on any secured debt; to waive defaults to any lien property, or to accept a deed in lieu of foreclosure;

(d) **Abandonment.** To renounce, disclaim or abandon assets upon such terms and conditions as the Trustee determines; to cause assets to be lost by foreclosure, tax sale or otherwise, taking into account such matters as any reduction in inheritance tax imposed on the estate of the Trustor or a beneficiary hereunder, reduction in income taxes imposed on the Trust or any beneficiary hereunder, and the effect of such abandonment; renouncement or disclaimer on the person receiving such asset;

(e) **Insurance.** To obtain liability insurance on any assets, insuring the Trustee and/or the trust against any liability or risk;

(f) **Lease.** To lease, sublease, release, eject, evict, retire or remove tenants or other persons, and to reclaim possession using all lawful means; to collect, sue for and receive rents and profits therefore; to grant options to any persons to lease or sublease; to renew or extend leases, with or without consideration, for any period;

(g) **Removal.** To remove or relocate assets from any jurisdiction to any other jurisdiction, without bond, and for any period;

(5) **Borrowing.** To borrow assets from any person upon such terms and conditions as the Trustee shall determine, without the Trustee assuming personal liability, for any purpose in connection with the administration and distribution of trust assets, including without limitation acquiring assets, obtaining and exercising options, paying taxes and trust expenses, and making distributions; to grant security interests in trust assets for the purpose thereof; to place, replace, renew or extend any encumbrance on trust assets; to extend, renew, or modify existing debts on the same or different terms and conditions as the Trustee shall determine;

(6) **Lending.** To lend assets to any persons, with or without security, and upon such terms and conditions, and for such periods, as the Trustee shall determine;

(7) **Banking.** To establish, continue or maintain such savings, checking and other accounts, regardless of whether they bear interest, with banks, savings and loan companies, brokerage houses, or other financial institutions as the Trustee shall determine; to conduct all deposits, withdrawals, drafts and other transactions incident thereto; to write checks thereon, to

grant security interest therein; to terminate same; to lease one or more safe-deposit boxes, to open and maintain one or more margin accounts and to exercise all rights incident thereto, including, without limitations, the purchase of securities, commodities, commodity futures, and foreign currency exchanges;

(8) **Allocation.** To make reasonable allocations between items of principal and income, whenever reasonable doubt exists;

(9) **Claims and Litigation.** To institute, pursue, supervise, defend, intervene, participate, arbitrate, compromise, dismiss, appeal from any and all legal, equitable, judicial or administrative suits, actions, proceedings, or hearings; to enforce, abandon, compromise, settle, pay, prepay, or otherwise satisfy all manners of claims, suits, demands, attachments, liens, arbitration or other forms of actions; to agree to participate and be bound by arbitrators; provided, however, if the trust assets are insufficient, no such proceedings need be pursued unless and until the trust assets are sufficient to cover all fees, costs and expenses related thereto;

(10) **Securities.** To sell (including short sales), buy, grant security interests in securities; to establish, maintain, utilize and terminate brokerage accounts, including without limitation, margin accounts and to buy and sell securities using said accounts; to exercise, acquire, or sell stock subscription, stock options, warrants or conversion rights; to vote at any meeting of security holders for any purpose; to grant discretionary proxies to any person, with or without power of substitution; to approve, oppose, participate in, or be a party to any mergers, consolidations, reorganizations, recapitalizations, voting trust, dissolution, sale, exchange, encumbrance, lease of assets, or to participate in any other form of corporate action; to deposit securities with a reorganization, protection or similar committee, trustee, or depository; to deposit securities with a clearing house, permit them to be merged with other securities, and to be held in bulk in the name of the nominee; to deposit securities with a Federal Reserve Bank; to permit ownership and other rights and interests in securities to be transferred by book entry, without physical delivery of the securities; to issue letters of investment or other assurances to facilitate the acquisition or sale of securities;

(11) **Stock Options.** To exercise any options to purchase securities under any stock option plan or similar plan in which any deceased beneficiary is a participant or may hold an option right even though the stock option may be in a corporation in which the Trustee is interested or is a corporation serving as Trustee hereunder;

(12) **Self-Dealing.** To act or refuse to act in all matters as if the Trustee was not financially interested and regardless of any conflict of interest;

(13) **Agents.** To employ and compensate investment advisors, attorneys, accountants, tax advisors, brokers, real estate agents, counselors, bookkeepers, clerks, private investigators, stenographers and other agents or assistants, even if they are associated or affiliated with one or more Trustee; to act without independent investigation on their recommendations;

(14) **Delegation.** To revocably delegate to a Co-Trustee, if any, any rights or discretions set forth herein;

(15) **Consolidated Holdings.** To invest funds held for separate beneficiaries in one or more common accounts or funds, and to allocate undivided or fractional interest in assets; provided, however, separate records for the interest of each beneficiary in a common fund or asset shall be maintained;

(16) **Insurance.** To maintain any insurance policy on the life, health or income of the Trustor, beneficiary or any persons in which a beneficiary has an insurable interest; to pay all insurance premiums thereon from trust assets or income and exercise all rights and discretions incident thereto; to select any options under such policies; to increase or reduce coverage thereunder; to receive dividends thereunder or to use dividends to purchase additional insurance, or retain dividends on deposit with the insurer; to borrow against such policies; to pursue all claims thereunder; to designate and change beneficiaries thereunder; to receive all benefits and proceeds thereunder; to sell, assign (absolutely and collaterally), hypothecate to or pledge any such policy; to distribute any such policy to a beneficiary; to convert any such policy from one form into any other form;

(17) **Personal Residences.** To permit any beneficiary to occupy any residence which is part of the units of a trust free of rent; to pay the real property taxes, maintenance expenses and insurance thereon;

(18) **Expenses.** To pay all costs, fees, commissions, assessments, calls, liens or other expenses incurred in exercising the powers otherwise granted herein;

(19) **Addition.** To receive or reject, in the Trustee's sole and absolute discretion, additional assets from any person, and to administer and distribute such assets that are received as a part hereof;

(20) **Closely Held Business.** To continue or allow the continuation of any incorporated or unincorporated business, for any period, or to liquidate or recapitalize such as the Trustees determine; to invest additional sums in said business as Trustees determine, without limitation as to any requirement for diversification; to act or select others to act as directors, officers, employees or agents of such business and to receive reasonable compensation for so acting; to remove or discharge directors, officers, employees or agents; to establish and provide for salaries, wages, and employee benefits, and to terminate same; to execute and file all tax returns and other government forms which are necessary or advisable; to enter into partnership and other business combinations and relationships; to exercise all rights, discretions and elections of the Trustor under any general or limited partnership or joint venture agreement; to carry out and be bound by the terms and conditions of any buy/sell, stock redemption or cross-purchase agreement to which the Trustor is a party; to enter into, modify, terminate, continue, or renegotiate all forms of agreements, contracts and business arrangements with all persons; and to make any other suitable or necessary arrangement for the conduct of such business;

(21) **Distributions.** In making any distributions to a Beneficiary hereunder, to partition, allocate and distribute assets in undivided interests, or in kind, or partly in cash and partly in kind; to distribute assets with a higher tax basis to one beneficiary, and other assets with a lower tax basis to another beneficiary, without making any adjustment between the beneficiaries; to establish all valuations for such purposes; to sell such assets as the Trustee shall determine is reasonable or advisable for purposes of making distribution;

(22) **Tax Allocations.** To make any election or take any other action to minimize the estate tax, generation-skipping tax, gift tax and income tax liabilities of the trust and the Beneficiaries hereunder, without the obligation or liability to make adjustments in the rights of any Beneficiary or between income and principal or to compensate for the consequences of any such election or action, the decision of the Trustee with respect thereto to be conclusively binding on all beneficiaries and other persons;

(23) **Miscellaneous.** To make any payment, to take any action, and to make, execute, endorse, seal, acknowledge, deliver, file of record, and receive any deed, agreement, contract, document, security agreement, order for payment of money, receipt, release, waiver, election, consent, voucher, or other instrument which is necessary or advisable to exercise any of the foregoing rights and discretions, or to effect or implement any provision of this Trust; in acting under this Trust, to rely upon any letter, notice, certificate, affidavit, telegram, facsimile, cable, or other information which is believed to be genuine.

**Section B. Exoneration of Trustee.**

(1) **General Exoneration.** No person who deals with the Trustee shall be obligated to see to the application of any asset delivered to the Trustee, or to inquire into the authority of the Trustee. Except for a Trustee's own actual fraud, gross negligence, or willful misconduct, no Trustee shall be liable for any act or omission in exercising the rights and discretions granted hereunder, and no Trustee shall be liable for any act or omission of any other Trustee. The Trust shall indemnify and hold my Trustees harmless for liability to any person other than a Beneficiary incurred in the administration of the Trust in connection with matters not within the Trustee's control and not due to the Trustee's actual fraud, gross negligence, or willful misconduct.

(2) **Exoneration of Duty to Pay Life Insurance Premiums.** If at any time the assets or income of the Trust Estate are insufficient to pay the premiums on any policies of insurance included within the Trust Estate, the Trustee shall be under no obligation to pay premiums or any of them and shall not be liable to any extent whatsoever in the event such premiums are not paid.