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JOINT REVOCABLE TRUST
DECLARATION AND AGREEMENT

THIS DECLARATION OF TRUST made April 20, 2010 at Merrillville, Indiana, between JEFF SAMULOWITZ as Settlor, and JEFF SAMULOWITZ, of Lake County, Indiana, as Trustee, whereby said parties agree and declare as follows:

ARTICLE I – ESTABLISHMENT OF TRUST

1.01. NAME OF TRUST.

This TRUST shall be known and commonly referred to as the BUCHANAN HOUSE TRUST.

1.02. INITIAL FUNDING OF TRUST.

At the time of the establishment of this TRUST, the SETTLOR shall execute and deliver to the TRUSTEE deeds to various parcels of real property, in this state and others, as well as transfer title to, or name as a beneficiary of, several and various insurance policies, bank accounts, certificates of deposit, IRA accounts, money market accounts, cash and the like.

Property other than cash may be added to the TRUST and any property added to the TRUST shall be re-titled in the name of the BUCHANAN HOUSE TRUST. All property not required to be titled shall be added to the trust by attaching exhibits describing the property to be owned by the trust with reasonable clarity and certainty with the current acting trustee(s) taking possession of the same.

ARTICLE II – DESIGNATION OF TRUSTEE

2.01. DESIGNATION OF TRUSTEE.

This TRUST shall be managed and maintained by a TRUSTEE. The initial TRUSTEE of the BUCHANAN HOUSE TRUST is JEFF SAMULOWITZ.

2.02. FAILURE OR CESSATION OF TRUSTEE TO ACT.

Any TRUSTEE (or CO-TRUSTEE) fails or ceases to serve when any of the following occur: (1) the TRUSTEE dies; (2) the TRUSTEE (a) declines to accept the position of TRUSTEE, (b) resigns, which resignation shall only be effective no earlier than thirty (30) days after notice of resignation is given but not before a successor trustee is appointed and accepts, or (c) is removed; (3) the TRUSTEE is adjudged incapacitated by a court; (4) the TRUSTEE cannot be located upon reasonable inquiry or in the event of emergency; or (5) a physician familiar with the condition of the current TRUSTEE certifies in writing to any person that the current attorney in fact is unable to transact a significant part of the business required under the TRUST.

Any TRUSTEE other than a TRUSTEE who is also a SETTLOR can be removed (1) at any time for any reason or no reason by (a) the direction of any SETTLOR, (b) the majority vote of the then existing beneficiaries or their legal representative(s), or (c) any other reason provided by Indiana law, including but not limited to transfer of control of a corporate trustee; or (2) at any time for cause, which includes, but is not limited to: (a) the TRUSTEE pleading guilty, pleading no contest, or otherwise being adjudicated guilty of a crime of dishonesty or a felony at any time; (b) the TRUSTEE being convicted of any crime to which the TRUSTEE is sentenced to a term of imprisonment of 60

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days or more; (c) the TRUSTEE enters into a self-dealing transaction or otherwise failing to comply with the requirements concerning a conflict of interest established in this declaration and/or Indiana law, including but not limited to I.C. 30-4-3-5; (d) the TRUSTEE commingles TRUST assets with their personal or corporate assets; and (e) the TRUSTEE fails to timely provide an accounting as required or otherwise breaches the terms of this TRUST.

Should any TRUSTEE be deemed to fail or cease to serve under this provision, that TRUSTEE is considered removed cannot resume their duties as TRUSTEE if the incapacity is removed unless the reason for their failure or cessation is due to the TRUSTEE not being located upon reasonable inquiry or in the event of emergency or the trustee in question is also a SETTLOR and that SETTLOR chooses to resume as trustee.

2.03. SUCCESSOR TRUSTEES.

Upon the failure or cessation of the TRUSTEE to act, the remaining TRUSTEE shall immediately become the sole TRUSTEE of this TRUST. In the event both initial TRUSTEES fails and/or ceases to serve, the following persons shall act as Trustee, in the following order:

- Herb Bell

In the event that all such persons referenced or named herein as TRUSTEE fails and/or ceases to serve and a vacancy occurs, that vacancy shall be filled by a majority vote of the then existing beneficiaries or their legal representative, any provision other than appointment by a court provided by I.C. 30-4-3-33 and/or other applicable law, if any, and if no method is available, then the vacancy shall be filled by the Court.

ARTICLE III – MANAGEMENT OF TRUST

3.01. TRUSTEE'S POWERS.

The TRUSTEE shall have the full general power to deal with any property held in the TRUST CORPUS, as freely as would be the case if the TRUSTEE were handling their own personal and/or business affairs. In addition to any powers conferred by law, such power may be exercised independently, unless there are one or more currently qualified and acting CO-TRUSTEES who shall act unanimously, and without the prior or subsequent approval of any court of judicial authority.

Without limiting the broad scope of powers intended by this Section, the TRUSTEE is granted the fullest extent of the powers enumerated under the laws of the State of Indiana.

3.02. METHOD OF DISTRIBUTIONS.

The TRUSTEE, in the TRUSTEE'S sole discretion, may determine the best manner of making any distributions or other expenditures from the TRUST, which includes, but is not limited to the following:

1. Direct distributions to the SETTLOR and/or BENEFICIARIES;
2. To the legally appointed guardian, conservator, or other fiduciary of the SETTLOR and/or BENEFICIARIES;
3. To any person, agency, or organization supplying either goods or services for the SETTLOR and/or BENEFICIARIES;
4. Making distributions directly for the benefit the SETTLOR and/or BENEFICIARIES; or
5. By purchasing items as TRUST assets to be used by the SETTLOR and/or BENEFICIARIES.

3.03. RECEIPT OF ASSETS FROM THIRD-PARTIES.

The TRUSTEE is authorized to accept, receive, and/or otherwise take possession as additional trust assets any proceeds or items directed to this TRUST.

3.04. DISTRIBUTION AND ACCUMULATION OF INCOME.

Until termination of this TRUST, the TRUSTEE may apply, for the benefit of the SETTLOR, so much of the net income derived from the TRUST corpus, up to the whole amount of such net income as the TRUSTEE, as from time to time, in the TRUSTEE'S discretion may deem advisable. Any such income not distributed may be accumulated and added to the principal of the TRUST Corpus.

3.05. POWER TO DETERMINE INCOME AND PRINCIPAL.

Unless otherwise specifically provided herein, the TRUSTEE, at the TRUSTEE'S discretion, may determine what is principal or income and what shall be charged or credited to either, and the TRUSTEE'S judgment or determination shall bind everyone beneficially interested hereunder.

3.06. POWER TO INVADE PRINCIPAL.

If the TRUSTEE deems net income payable to the TRUST is insufficient to provide for the SETTLOR, then the TRUSTEE may, as it determines reasonable or necessary, apply the principal of the trust for the use and benefit of SETTLOR, without regard to the desires and wishes of the SETTLOR and/or BENEFICIARIES. This power includes the power to apply the entire TRUST CORPUS.

3.07. USE OF TRUST CORPUS OR INCOME; OWNERSHIP BY TRUST.

All items purchased using the TRUST CORPUS or income derived from the same shall remain the sole property of the TRUST. Any such property shall be also commonly referred to as part of the TRUST CORPUS.

3.08. SPENDTHRIFT CLAUSE.

No interest in the principal or income of this TRUST shall be anticipated, assigned, or encumbered, or shall be subject to any creditor's claim or to legal process, prior to its actual receipt by the SETTLOR or any person with a beneficial interest hereunder.

Furthermore, any such distributions, expenditures made, and the like shall be conserved and maintained primarily for the supplemental benefit of the SETTLOR or any person with a beneficial interest hereunder. As such, in addition to the foregoing, no part of the corpus of this TRUST, either principal or income, shall be subject to the claims of voluntary or involuntary creditors for the provision of care and/or services, including residential care, by any public entity, office, department or agency of the State of Indiana, or any other state, or of the United States, or any other agency.

If a claimant attempts to reach the SETTLOR, or any person with a beneficial interest hereunder, interest at the time of distribution, the TRUSTEE may transfer that distribution to third parties who will provide services or benefits to the SETTLOR or any person with a beneficial interest hereunder in any manner that the TRUSTEE may decide in the TRUSTEE'S sole discretion.

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3.09. INVESTMENTS.

The TRUSTEE shall not be bound by the INDIANA UNIFORM PRUDENT INVESTOR ACT, Ind. Code § 30-4-3.5, *et seq.*, only in the following situations:

- One or more of the TRUSTEES is also a SETTLOR;
- One or more SETTLORS are living and the TRUSTEE actively solicits the SETTLOR(s) advise and input in making any investments on behalf of the TRUST;
- The SETTLOR, or the SURVIVING SETTLOR, if applicable, gives a written waiver of this the terms of the Act for a specified period of time, which shall be no longer than one (1) year following the SETTLOR'S passing;
- The TRUST is being Terminated pursuant to the provisions of ARTICLE 5.02 and all assets are timely liquidated, transferred, or otherwise conveyed to or on behalf of the BENEFICIARIES.

3.10. TRANSACTIONS INVOLVING CONFLICTS OF INTEREST OR POTENTIAL CONFLICTS.

If the TRUSTEE is not also a SETTLOR, should the duty or any exercise of any power by the TRUSTEE conflict with the TRUSTEE'S individual interest (or corporate interest in the event the TRUSTEE if a corporate trustee) or the TRUSTEE'S interest as trustee of another trust, the power may be exercised only under one of the following circumstances: (1) the SETTLOR authorizes the transaction in writing; (2) the TRUSTEE receives court authorization to exercise the power with notice to interested persons as the court may direct; (3) the TRUSTEE gives notice of the proposed action in accordance with IC 30-2-14-16 and either (a) the TRUSTEE receives the written authorization of all affected BENEFICIARIES to the proposed action; (b) a BENEFICIARY objects to the proposed action within the period specified in the notice of the proposed action, but the TRUSTEE receives court authorization to exercise the power; or (c) no BENEFICIARY objects to the proposed action within the period specified in the notice of the proposed action to object; (4) the exercise of the power is specifically authorized by the terms of the trust; and/or (5) Any other avenue provided by I.C. 30-4-3-5 or other affirmative law.

For purposes of this section, the interest of an affiliate or other person or entity in privity with the TRUSTEE will be deemed to be the interest of the TRUSTEE.

**ARTICLE IV – AMENDMENT, REVOCATION, AND POWER OF DIRECTION
OF SETTLOR'S DURING THEIR LIFETIME**

4.01. SETTLOR'S POWERS.

The SETTLOR may, by signed instrument delivered to the TRUSTEE, revoke this Agreement in whole or in part and amend it from time to time in any respect, but no amendment changing the powers, duties, or compensation of a TRUSTEE shall be effective unless approved in writing by the TRUSTEE.

4.02. POWERS OF DIRECTION.

During the lives of the SETTLOR and the SURVIVING SETTLOR, if applicable, the TRUSTEE shall pay such portions of the Income and Principal of the TRUST as the SETTLOR may from time to time direct in writing to the SETTLOR or otherwise as they, or the SURVIVING SETTLOR, may direct in writing.

4.03. INCOMPETENCY OF SETTLOR OR SURVIVING SETTLOR.

Notwithstanding any other provisions of this Agreement, if at any time a TRUSTEE determines in good faith that the SETTLOR, or the SURVIVING SETTLOR, because of mental or physical incompetency, is unable to properly administer their affairs, the TRUSTEE shall, within their sole discretion, use so much of the net income and any portions or all of the principal for the support, comfort, and welfare of the SETTLOR. Disbursement of such amounts may be made by the TRUSTEE for the benefit of the SETTLOR in any one or more of the following ways as the TRUSTEE shall deem most desirable, which includes but is not limited to the avenues listed in ARTICLE 3.02 herein.

4.04. DEATH OF SETTLOR

After the death of the SETTLOR, the TRUSTEE shall administer the Trust Corpus as set out in ARTICLE V of this TRUST DECLARATION AND AGREEMENT.

ARTICLE V – DISPOSITIVE PROVISIONS

5.01. BENEFICIARIES OF TRUST.

The beneficiaries of this Trust shall include the following named persons:

- **Jeff Samulowitz and Herb Bell, as Joint Tenants with Rights of Survivorship**

5.02. DISPOSITION OF TRUST CORPUS FOLLOWING PASSING OF SETTLOR.

After the death of the SETTLOR, the TRUSTEE shall administer the trust and shall continue to hold title to all assets in the trust until appropriate distribution can be lawfully made.

After satisfaction of the SETTLOR'S legal debts, obligations, federal and/or state inheritance taxes, personal income and fiduciary income taxes, the TRUSTEE shall liquidate and/or divide the TRUST CORPUS and its assets, and distribute the remaining balance held in the TRUST to the BENEFICIARIES, per stirpes.

5.03. SETTLEMENT OF ESTATE OBLIGATIONS AND TAXES.

In the event that the SETTLOR'S probate estate is insufficient to satisfy the deceased SETTLOR'S legal debts and obligations, then the TRUSTEE may collect the SETTLOR'S bills, debts and expenses incurred as a part of the SETTLOR'S last illness and may proceed to pay all legitimate debts of the deceased SETTLOR.

In addition, the TRUSTEE may prepare or supervise the preparation of all tax returns that are due as a result of the SETTLOR'S death. These returns include the Federal Estate Tax Return (if applicable), the Indiana Inheritance Tax Return, the SETTLOR'S personal income tax returns both Federal and State and any Fiduciary Income Tax Returns that are required as a result of this TRUST. Only after the appropriate tax returns have been filed and the taxes paid, then the TRUSTEE shall proceed to distribute the residuary trust estate as outlined in ARTICLE 5.02.

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ARTICLE VI – MISCELLANEOUS PROVISIONS

6.01. BROAD TRUSTEE POWERS

The TRUSTEES under this Agreement shall have all powers enumerated under the Indiana Code and any other power that may be granted by law, to be exercised without the necessity of Court approval, as my TRUSTEE, in its sole discretion, determines to be in the best interests of the beneficiaries. Said powers are to be construed in the broadest possible manner and shall include the following, and shall pertain to both principal and income, but shall in no way be limited thereto:

1. To retain any property received from the SETTLOR or third parties without liability for loss due to lack of diversification or non-productivity;
2. To invest and reinvest the TRUST CORPUS in any kind of real or personal property without regard to any law restricting investment by TRUSTEES and without regard to current income;
3. To sell any TRUST property, for cash or on credit, at public or private sales; to exchange any TRUST property for other property; and to determine the prices and terms of sales and exchanges;
4. To take any action with respect to conserving or realizing upon the value of any TRUST property, and with respect to foreclosures, reorganizations, or other changes affecting the TRUST property; to collect, pay, contest, compromise, or abandon demands of or against the TRUST estate, wherever situated; and to execute contracts, notes, conveyances, and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the TRUST estate.

6.02. ACCOUNTINGS.

Any TRUSTEE of this TRUST is relieved from any requirement as to routine Court accountings that may now or may hereafter be required by the statutes in force in any jurisdiction during the lifetime of the SETTLORS so long as they are any one of which is alive and mentally competent, although the TRUSTEE is not precluded from obtaining judicial approval of its accounts.

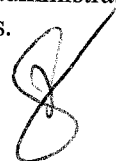
In all other situations, the TRUSTEE shall provide an accounting as called for in Ind. Code § 30-4-5-12, although it is not required to obtain judicial approval of its accounts.

6.03. GOVERNING LAW.

This instrument and the dispositions hereunder shall be construed and regulated and their validity and effect shall be determined by the laws of the State of Indiana.

6.04. TRUSTEE COMPENSATION AND COSTS REIMBURSEMENT.

Any TRUSTEE shall be entitled to reasonable compensation for services rendered in administering and distributing the trust property that shall be paid in accordance with an hourly rate if the TRUSTEE is an individual established by the Local Rules of Lake County, Indiana for the payment of a Trustee, or if no such amount is listed, the amount listed to be paid to a Personal Representative for the provision of extraordinary services. If the TRUSTEE is a corporate fiduciary, compensation shall be rendered in accordance with the Bank's current fee schedule. During the administration of this TRUST, the TRUSTEE shall be entitled to reasonable reimbursement for expenses.



IN WITNESS THEREOF, WE, JEFF SAMULOWITZ and ~~HERB BELL~~, do so Declare, Agree, Assent to, and Establish the foregoing trust, the day and year written above.

SETTLOR:

JEFF SAMULOWITZ

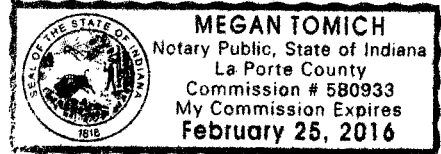
Witness:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JEFF SAMULOWITZ, who acknowledged the execution of the foregoing Declaration of Trust, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this April 20, 2010.

Signature

Megan Tomich



IN WITNESS THEREOF, WE, JEFF SAMULOWITZ and ~~HERB BELL~~, ~~CO-TRUSTEES~~, do so accept the duties and responsibilities as outlined above for the foregoing trust.

TRUSTEE:

JEFF SAMULOWITZ

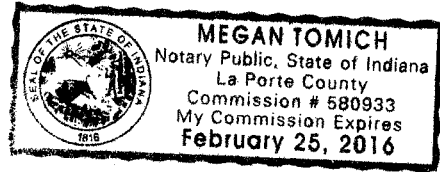
Witness:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JEFF SAMULOWITZ, who accept the duties and responsibilities of the foregoing Declaration of Trust, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this April 20, 2010.

Signature

Megan Tomich



This instrument prepared by: Shaun T. Olsen, Esq., Law Office of Weiss and Schmidgall, P.C. 6 West 73rd Avenue, Merrillville, Indiana 46410 (219) 736-5297.

"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."

PREPARED BY: *HERBERT R. BELL*

[Handwritten signature]