

Assignment Of Interest

In Lease On Cedar Lake Ministries Grounds

2017 082874

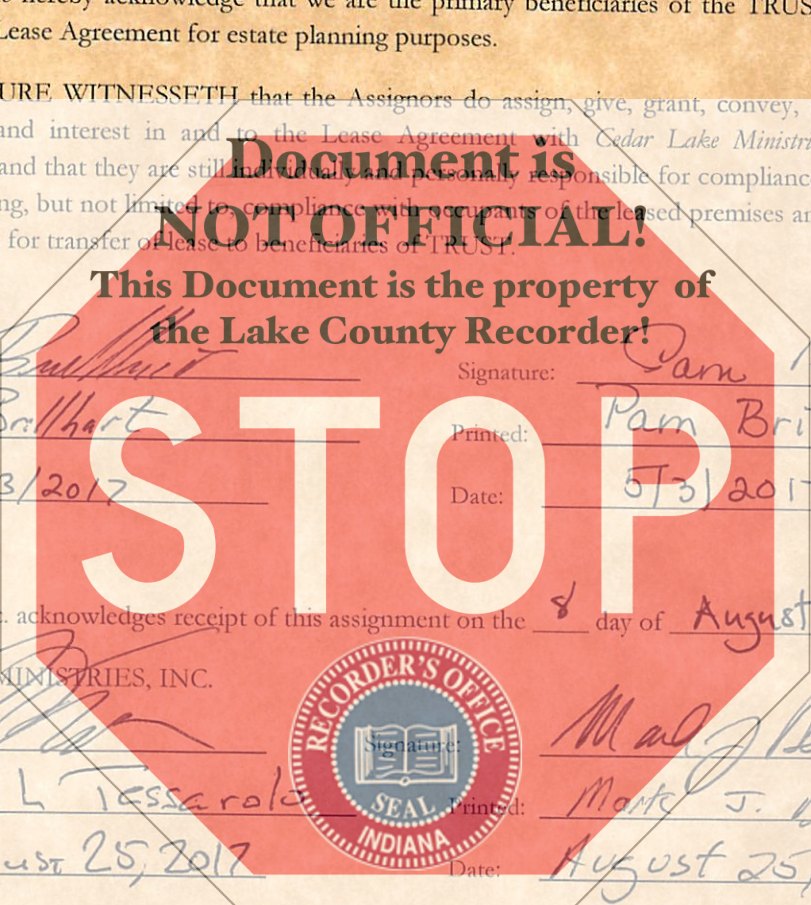
Current Lease Holders ("Assignors"): Allen J. Brillhart & Pam K. Brillhart

Lease Agreement for Lot # 71 & Outlot # 71. Dated: March 4th, 2013 ("Lease Agreement")

Trust Name: Brillhart Joint Tenancy Revocable Living Trust dated March 30th, 2017 ("TRUST")

We the Assignors hereby acknowledge that we are the primary beneficiaries of the TRUST and that we seek to make this assignment of Lease Agreement for estate planning purposes.

THIS INDENTURE WITNESSETH that the Assignors do assign, give, grant, convey, transfer and deliver to TRUST, all right, title and interest in and to the Lease Agreement with Cedar Lake Ministries, Inc. and Assignors acknowledge and understand that they are still individually and personally responsible for compliance with the terms of the Lease Agreement, including, but not limited to, compliance with occupants of the leased premises and compliance with the approval process and fees for transfer of lease to beneficiaries of TRUST.



STATE OF INDIANA
LAKE COUNTY
FILED RECORDED
MICHAEL CROWNE
RECORDER
2017 DEC 6 PM 2:28

ASSIGNOR:

Signature: [Signature]
Printed: Allen Brillhart
Date: 5/3/2017

Signature: [Signature]
Printed: Pam Brillhart
Date: 5/3/2017

Cedar Lake Ministries, Inc. acknowledges receipt of this assignment on the 8 day of August, 2017.

CEDAR LAKE MINISTRIES, INC.

Signature: [Signature]
Printed: Jerry L. Tassarola
Date: August 25, 2017



Signature: [Signature]
Printed: Mark J. DeMater
Date: August 25, 2017

NOTARY

Before the undersigned, a Notary Public for the above County and State, personally appeared both parties aforementioned, and they being first sworn by me upon oath, state that the facts alleged in the foregoing instrument are true.

Date: 8/25/2017

Signature: [Signature]

FILED

Printed: SANUSI MUTUWA

My Commission Expires: 11/19/2019

County of Residence: Lake

DEC 06 2017



JOHN E. PETALAS
LAKE COUNTY AUDITOR

029569

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CS
RM

**CERTIFICATE OF TRUST
EXISTENCE AND AUTHORITY**

TO WHOM IT MAY CONCERN:

On the 30th day of MARCH, 2017, the undersigned established a Joint Tenancy Revocable Trust with **ALLEN J. BRILLHART** and **PAMELA K. BRILLHART**, as duly acting and qualified Trustees of said Trust, known as the **BRILLHART JOINT TENANCY REVOCABLE LIVING TRUST DATED MARCH 30, 2017**.

The following provisions are found in said Trust Agreement and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with any of the original Trustees or their successors:

The settlors reserve the right to alter, amend, revoke or terminate the Agreement in whole or in part from time to time; provided, however, that if altered or amended, the duties, powers and responsibilities of the Trustees shall not be changed substantially without its consent. The Trustees agree to re-assign or re-convey to the Settlers, so exercising their reserved right in any property affected by the exercise of such right.

Where the Term "Trustee" is used in this instrument, it shall refer to the one or more of those acting as Trustee or Trustees, regardless of number. When either of the trustees is acting as Trustee individually or jointly with another, either of their signatures is sufficient to transfer assets or conduct any of the business of our trust regardless of whether the term "and", "or", or "and/or" has been used to identify them as Trustee.

If at any time a person ceases to act as trustee and no other trustee is designated or willing to succeed that person, then the other trustee shall act as the sole trustee. If at any time no trustee is acting and no designated trustee is able and willing to act, then the following who is able and willing to act shall be trustee:

- (a) **SCOTT A. BRILLHART;**
- (b) **KELLY R. LARA;**
- (c) Any individual or qualified corporation appointed in an instrument signed by a majority of the income beneficiaries, but no beneficiary, spouse of a beneficiary, or person legally obligated to a beneficiary shall become a successor trustee under this subparagraph (c), with the exception of those specifically named.

Corporate Trustee Substitution. A corporate trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified corporation has been appointed corporate trustee in the same manner.

In addition to all powers granted by law, the Trustee shall have all the powers and authorities as follows, all of which are enumerated in said **BRILLHART JOINT TENANCY REVOCABLE LIVING TRUST**:

Retention. To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

Sale. To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms as the trustee sees fit;

Real and Tangible Personal Property. To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

Borrowing. To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

Investing. To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust, or other securities, life insurance, partnership interests, general or limited, limited liability company interests, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

Joint Investments; Distribution; Determination of Value. To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; and to allocate or distribute undivided interests, different property, or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

Rights as to Securities. To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments and to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

Conservation of Assets. To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

Delegation. To employ agents, attorneys, and proxies of all types (including any firm in which a relative of either of us or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers advisable;

Payment of Expenses and Taxes. To pay all expenses incurred in the administration of the trust and to pay all taxes imposed on the trust;

Determination of Principal and Income. To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a) if the trust is beneficiary or owner of an individual account in any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust); (b) reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement, or replacement of trust property that the trustee deems advisable; and (c) any premium paid for interest-bearing debt obligations shall be amortized as an income expense;

Dealings with Fiduciaries. To deal with, purchase assets from, or make loans to the fiduciary of any trust made by either of us or a trust or estate in which any beneficiary under this trust has an interest, even though a trustee under this instrument is the fiduciary, and to retain any assets or loans so acquired, regardless of diversification and regardless of whether the property would be considered a proper trust investment; to deal with a corporate trustee under this instrument individually or a parent or affiliate company; and to deal with the fiduciary of any other estate, trust, or custodial account even though the fiduciary is a trustee under this instrument;

Compromising Claims. To litigate, compromise, settle, or abandon any claim or demand in favor of or against the trust;

Nominee Arrangements. To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

Elections Under Retirement Plans. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan, or insurance contract, the mode of distribution of the proceeds thereof, or change the beneficial ownership, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election or change;

Liability Insurance. To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

Accepting Additional Property. To accept additional property from any source and administer it as a part of the trust and, if the addition is made by a will, to accept the statement of the personal representative of the estate of the transferor that the property delivered to the trustee constitutes all of the property to which the trustee is entitled without any duty to inquire into such representative's administration or accounting;

Environmental Matters. To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; and to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

Qualified Conservation Easements. To create, on land meeting the requirements of Code §2031(c)(8)(A), a qualified conservation easement, as defined in Code §2031(c)(8)(B), with or without the consent of any beneficiary, and to make the election provided in Code §2031(c)(6); and

Ability without limitation, the power to make gifts in any amount and to any person my trustee deems appropriate, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust:

Annual Exclusion and Tuition and Medical Exclusion Gifts. The trustee may make Annual Exclusion Gifts and Tuition and Medical Exclusion Gifts under Code §2503(e) to my spouse or to any one or more of my descendants and their spouses in such amounts as the trustee considers appropriate. Annual Exclusion Gifts shall be made in such manner as to qualify for the federal gift tax annual exclusion under Code §2603(b) but the Annual Exclusion Gifts to each person in any calendar year may exceed the maximum allowable amount of such annual exclusion if my trustee considers it appropriate at the time of such gift. The "spouse" of any person, other than me, means the individual legally married to, and not

legally separated from, such person on the date of the gift then in question or on the date of the prior death of such person. References to sections of the Code refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

Other Compensation. The trustee may compensate separately any brokers, attorneys, auditors, depositories, real estate managers, investment advisors, and other persons (including my trustee, my agent and any firm with which my trustee and or my agent is associated without reducing compensation in any capacity).

Funding Trust. My trustee may convert my assets which are not exempt from execution to assets which are exempt from execution. The trustee may transfer any part or all of my assets to the trustee of any revocable or irrevocable trust of which I am the grantor.

Annuities. My trustee may purchase annuities for my benefit, including annuities which, once annuitized, provide for payments to me over my life expectancy as determined by the then current Life Expectancy Table used by the State of Illinois for Medicaid asset valuation purposes. My trustee may also determine the beneficiary, including my trustee, my successor trustee, my agent or any successor agent, of any benefits available from such annuity upon my death, in my trustee's sole discretion.

Ability To Take Other Actions. To do all other acts to accomplish the proper management, investment, and distribution of the trust.

The Trustee shall have all common law and statutory powers in addition to the foregoing and any other powers granted to the Trustee by this Trust, which powers shall continue after the termination of any of the trusts created by this Trust for the purpose of the distribution of all or any portion of the trust property, and which may be exercised at any time by the Trustee without approval from any Court.

At any time that either of the Settlers or any successor Trustee is acting as Trustee, the sole signature of any Settlor or of a successor Trustee as a Trustee shall be sufficient to execute proxies or powers of attorney to vote any securities or represent the trustee as the holder or owner of any securities or other assets, to execute stock powers or other endorsements of securities or any other negotiable instruments registered, issued or drawn in the name or to the order of the Trustee for the purpose of effecting assignment, transfer or delivery, and to sign checks or orders to pay on deposits, accounts or credit balances of the Trustee with any bank, banker, broker or trust company.

No person or corporation dealing with the Trustee shall be required to investigate the Trustee's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

In consideration and affirmation of the foregoing, the undersigned, as Settlers and Trustees, hereby states that the assertion of any Trustee hereinabove designated that (A) he or she is acting individually or with another as a qualified Trustee, or (B) that he or she is acting with full delegated powers from a Co-trustee, shall be sufficient on its face and no person shall be put to further inquiry into the power or authority of such Trustee to act. All third parties shall rely on this certificate of trust and all transfers into or out of our trust and upon all instructions of the trustee or trustees of our trust without risk of incurring any liability to us individually and or as trustees, or to any of our beneficiaries.

The trust provisions which are not attached to this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.

This Affidavit is dated 3-30-17

Allen J. Brillhart
ALLEN J. BRILLHART Settlor and Trustee

Pamela K. Brillhart
PAMELA K. BRILLHART Settlor and Trustee

STATE OF ILLINOIS)
COUNTY OF Will) ss.

The foregoing Affidavit and Certification of Trust was acknowledged before me on 3-30-17 by ALLEN J. BRILLHART and PAMELA K. BRILLHART as settlors and trustees.



Witness my hand and official seal.

Dated 3-30-17

My commission expires: 6-5-18

[Signature]
NOTARY PUBLIC

JEROME J GOERGEN
NOTARIAL SEAL
Notary Public, State of Illinois
My Commission Expires
June 08, 2016