

THE MARTHA E. HAM
REVOCABLE LIVING TRUST AGREEMENT

This Declaration of Trust is made this 11 day of September, 2000, by MARTHA E. HAM of the County of Jasper, State of Indiana, hereinafter referred to as the "Grantor". Said Grantor hereby transfers the personal property and any other property, tangible or intangible, including real property to herself as Trustee; and as such Trustee agrees to hold, manage, and distribute said property and any other property added thereto as a Trust Estate upon the following terms and conditions; provided however, if the Successor Trustee cannot account for any property when examining the accountings, the Grantor shall be deemed to have properly withdrawn and revoked such property from the Trust Estate.

ITEM I

The property or assets of this Trust shall consist of the assets listed this day on "Schedule A" hereto attached and made a part hereof, and such other assets in the nature of stocks, bonds, cash, real estate, or other property as may from time to time be added to the Trust by the Grantor, by inter-vivos transfer or by Last Will and Testament.

ITEM II

During the lifetime of the Grantor, she shall expressly reserve the right:

1. To modify and amend this agreement;
2. To terminate the Trust hereby created in whole or in part;
3. To add other property to the Trust Estate;

all by instrument in writing delivered to the Trustee; provided that every modification or amendment shall be effective when signed by her, but no change in the duties, powers, or liabilities of the Trustee shall become effective as to any Trustee until such Trustee consents in writing to such change.

ITEM III

The original Trustee of the Trust shall be MARTHA E. HAM. In the event that said Trustee is unable to serve due to death or unwilling to serve for any reason whatsoever, then KYLE SHAYNA HAMILTON, daughter of the Grantor, shall serve as Successor Trustee. In the event that

Kyle Shayna Hamilton predeceases me or is unable or unwilling to serve for any reason whatsoever, then MARY B. KOBEK, Rensselaer, Indiana, sister of the Grantor, shall serve as Successor Trustee.

The Trustee shall assume and perform all duties made obligatory upon her to operation of law and the terms and conditions of this Trust, specifically including the following:

1. The Trustee shall pay the entire net income of the Trust Estate and all distributions from investment trusts to or for the benefit of the Grantor for so long as she shall live. In addition thereto, the Trustee shall make payments from the principal of the Trust Estate to or for the benefit of the Grantor, in such sums and at such times as the Grantor may from time to time request. In the event that the Grantor should be unable, in the sole discretion and opinion of the Trustee, to make such request in writing, then the Successor Trustee in her sole discretion, may pay such amounts as deemed necessary and proper to care for, maintain, and support the Grantor for so long as she shall live.
2. Upon the death of the Grantor, the Successor Trustee shall use and apply so much of the Trust Property as is required for the payment of expenses incidental to last illness and death, outstanding debts, expenses of administration of the Grantor's Estate and any estate or death taxes. The Successor Trustee may pay any or all of such amounts to the Grantor's Executor or Administrator without being required to see to the application of any amount so paid and without being under obligation to inquire as to the validity or amount of any debt, expenses, or tax.
3. After the death of the Grantor, and after complying with the provisions of the preceding paragraph as to the estate of the Grantor, the Trustee shall distribute the residuary trust estate, including principal and interest, to my child, Kyle Shayna Hamilton, per stirpes. In the event Kyle Shayna Hamilton predeceases me, then the trustee shall distribute the residuary estate, including principal and interest, to Mary B. Kobek and Joseph Kobek, per stirpes.

The Successor Trustee shall have the sole discretion as to the manner in which any and all personal possessions and items shall be sold or distributed to the beneficiaries herein.

ITEM IV

1. If at any time any beneficiary to whom the Successor Trustee is directed in this instrument to pay any income is under legal disability or is in the opinion of the Successor Trustee incapable of properly managing his affairs, the Successor Trustee may use such income for such beneficiary's support and comfort.
2. Upon the death of any beneficiary, any accrued or undistributed income shall be held and accounted for or distributed in the same manner as if it had been received and accrued after the beneficiary's death.
3. The Successor Trustee either may expend directly any income or principal which it is authorized in this instrument to use for the benefit of any person, or may pay it over to them or for their use to their parent or guardian or to any person with whom they are residing, without responsibility for its expenditure.
4. No interest under this instrument shall be transferable or assignable by any beneficiary or be subject during their life to the claims of their creditors.
5. In determining whether, in what manner, and to what extent a power of appointment hereunder has been exercised by will, the Trustee or Successor Trustee may act in reliance upon a Court Order in any jurisdiction admitting any instrument to probate as the Will of the holder of the power or finding that they died intestate (but the provisions of this paragraph shall not affect any right which an appointee or beneficiary in default of appointment may have against any distributee).
6. This instrument and the dispositions hereunder shall be construed and regulated and their validity and effect shall be determined by the laws of Indiana.

ITEM V

The Trustee designated in this instrument shall have the following powers, and any others that may be granted by law with respect to each Trust hereunder, to be exercised as the Trustee, in her discretion, determines to be to the best interests of the beneficiaries:

1. To retain any property or undivided interests in property, received from the Grantor or from any other source, including residential property, regardless of any lack of diversification, risk, or non-productivity;
2. To invest and reinvest the Trust Estate in bonds, notes, stocks of corporations regardless of class, real estate or any interest in real estate, and interests in trusts,

including common trust funds, or in any other property or undivided interests in property, wherever located, without being limited by any statute or rule of law concerning investments by Trustee;

3. To sell any Trust Property, for cash or on credit, at public or private sales; to exchange any Trust Property for other property; to grant options to purchase or acquire any Trust Property; and to determine the prices and terms of sales, exchanges, and options;
4. To operate, maintain, repair, rehabilitate, later, improve any improvements on real estate; to make leases and subleases for terms of any length, even though the terms may extend beyond the termination of the Trust; to subdivide real estate; to grant easements, file consents, and make contracts relating to real estate or its use; and to release or dedicate any interest in real estate;
5. To borrow money for any purpose, either from the banking department of the Trustee or from others, and to mortgage or pledge any Trust Property;
6. To employ attorneys, auditors, depositaries, proxies, and agents with or without discretionary powers; to keep any property in the name of a Trustee or a Nominee with or without disclosure of any fiduciary relationship or in bearer form;
7. To determine the manner of ascertainment of income and principal and the allocation or apportionment between income and principal of all receipts and disbursement. The Trustee may at any time or times charge all or any part of the Trustee's regular annual compensation against the principal, regardless of any rule of law or statute to the contrary;
8. 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, and containing provisions excluding personal liability;

9. To receive additional property from any source and add it to and commingle it with the Trust Estate;
10. To enter into any transaction authorized by this paragraph with trustees, executors, or administrators of any other trusts or estates in which any beneficiary hereunder has any interest, even though any such trustee or representative is also Trustee hereunder; and in such transaction of purchased property to make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the Trust Estate, and to retain any such property or note with the same freedom as if it had been an original part of the Trust Estate;
11. To make any distribution or division of the Trust Property in cash or in kind or both, and to continue to exercise any powers and discretion hereunder for a reasonable period after the termination of the Trust, but only for so long as no rule of law relating to perpetuities would be violated;
12. To allocate different kinds of disproportionate shares of property or undivided interests in property among the beneficiaries or Trusts, and to determine the value of any such property. The Trustee may make joint investments of funds in such Trust, and may hold the several Trusts as a common fund dividing the net income therefrom among the beneficiaries of the several Trusts proportionately;
13. To establish out of income and credit to principal reasonable reserves for the depreciation of tangible property.

ITEM VI

Each trustee hereunder (whether originally designated herein or appointed as a Successor) shall have the right to resign at any time by giving thirty (30) days written notice to that effect to the current income beneficiary or to the beneficiary or beneficiaries then entitled to any distributions hereunder. Thereafter, if there is no Successor Trustee herein designated who is capable of and willing to act, such beneficiary or beneficiaries shall have the right within such thirty (30) day period to appoint a Successor Trustee. In the event the current beneficiary or beneficiaries shall fail to designate a Successor Trustee within the time specified, the then acting Trustee may apply to a Court of competent jurisdiction for leave to resign, for the appointment of a Successor, and for the judicial settlement of such Trustee's accounts.

Any successor Trustee is hereby exonerated from any personal liability or responsibility with respect to any acts of her predecessor. A Successor Trustee shall not be required to, or be under any duty to, ascertain the correctness of validity of the prior accounting or accounts of any predecessor Trustee and no liability shall attach to a Successor Trustee hereunder in respect to such accounting.

ITEM VII

To the Extent that any such requirements can legally be waived, no Trustee shall ever be required to file any bond as Trustee, to qualify before, be appointed by or in the absence of breach of Trust account to any Court; or to obtain the Order of Approval of any Court in the exercise of any power of discretion hereunder.

No person paying money or delivering any property to any Trustee need see to its application.

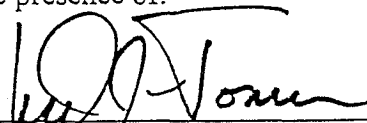
Except as otherwise specifically provided in this Agreement, the Trustee may rely upon any notice, certificate, affidavit, letter, telegram, or other paper or document believed by it to be genuine, or upon any evidence deemed by it to be sufficient, in making any payment or distribution hereunder. The Trustee shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge or a changed condition or status affecting any person's interest in the Trust.

IN WITNESS WHEREOF, the said Martha E. Ham has executed this Declaration of Trust as Trustee and she has accepted the Trust hereunder as of this 11 day of September, 2000.

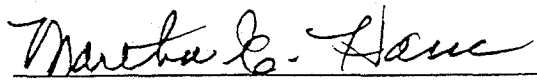


MARTHA E. HAM, Grantor

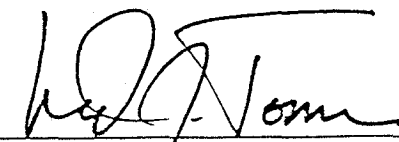
Signed, sealed and delivered
in the presence of:



Witness to Grantor



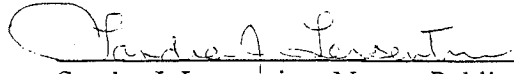
MARTHA E. HAM, Trustee



Witness to Trustee

STATE OF INDIANA)
) SS:
COUNTY OF JASPER)

BEFORE ME, the undersigned, a Notary Public, in for for said County and State, this 11 day of September, 2000, personally appeared MARTHA E. HAM, who is to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument freely and voluntarily and in the capacities and for the purposes therein expressed; and she declared that she did not wish to retract her execution thereof.



Sandra J. Lessentine, Notary Public

County of Residence: Jasper
Commission Expires: 10/21/2006

Prepared by: Ned J. Tonner, Attorney at Law, P.C., 203 North Cullen Street, Rensselaer, IN 47978, (219) 866-8888