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2023 MAR -9 PM 4:02
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: O. Thomas Harris Credit Shelter Trust

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: Edward L. Wotitzky

Name (Printed or typed)

1107 W. Marion Avenue

Address

Punta Gorda, Florida 33950

City, State & Zip

941-639-2171

Daytime Telephone number

Rec'd
2.7.20

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

O. Thomas Harris Credit Shelter Trust

A Credit Shelter **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of O. Thomas Harris Credit Shelter Trust, a

(Name of Trust)
Indiana Trust hereby affirms in order to file or qualify
(State)

O. Thomas Harris Credit Shelter Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.

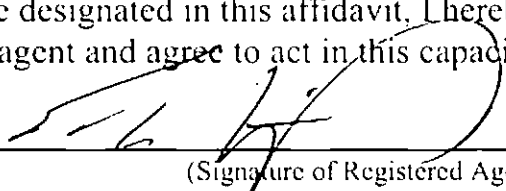
2. The principal address is 65 E. Cedar Street, Unit A

Zionsville, Indiana 46077

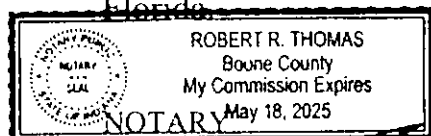
3. The registered agent and street address in the State of Florida is:
Edward L. Wotitzky, 1107 W. Marion Avenue, Unit 111

Punta Gorda, Florida 33950

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.


(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in
Florida.



Name:

Chairman of the Board of Trustees

Filing Fee: **\$350.00**

Certified Copy: **\$ 8.75 (optional)**

2020 MAR -9 PM 4:02
FILED

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

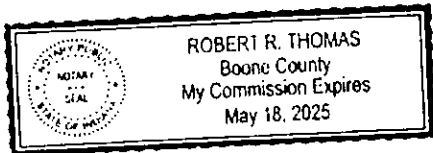
Before me, a Notary Public in and for said County and State, personally appeared ROBERT L. HARRIS, Trustee of the O. THOMAS HARRIS CREDIT SHELTER TRUST, who acknowledged the execution of the foregoing Instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of JANUARY, 2020.

My Commission expires:

Signature: _____

Printed: _____



Resident of _____ County, Indiana

COPY

DECLARATION OF LIVING TRUST
of
O. Thomas Harris

THIS DECLARATION OF LIVING TRUST is made the date set forth below by and between O. Thomas Harris as Settlor (the "Settlor"), and O. Thomas Harris as Trustee (the "Trustee").

ARTICLE I- NAME OF TRUST

C.H. This Trust shall, for convenience, be known as the "O. Thomas Harris Living Trust Dated 9/15/01" and it shall be sufficient that it be referred to as such in any instrument of transfer, deed, assignment, bequest or devise.

ARTICLE II- TRUST PROPERTY

The Settlor hereby declares that the Settlor has transferred to the Trustee the property listed in Schedule "A" attached hereto and made a part hereof by this reference, hereinafter referred to as "Trust Property" or "Trust Estate." The Trustee does hereby acknowledge receipt and acceptance of said Trust Property, to be held and administered by the Trustee, together with any other property which the Trustee may at any time hereafter hold, acquire or add within the terms of this Declaration of Trust and for the uses and purposes and upon the terms and conditions set forth herein.

ARTICLE III- ADDITIONAL PROPERTY

As long as this Declaration of Trust remains unrevoked, in whole or in part, either the Settlor or any other person, with the consent of the Trustee, may add other property to any Trust hereby created, by transferring such property to the Trustee hereunder by deed, assignment or other instruments of designation, transfer or bequest or devise and, if so added, such property shall be subject to the provisions hereof, the same as if originally included hereunder.

ARTICLE IV- RIGHTS

AND POWERS RESERVED BY SETTLOR: INSURANCE PROVISIONS

A. Revocability of Trust As long as Settlor remains alive and is not incapacitated, Settlor shall have and possess, and hereby reserves the following rights and powers, to be exercised in a writing other than a will and effective when delivered to the Trustee:

1. To revoke this instrument, to the extent that it has not otherwise become irrevocable.
2. To change the identity or number, or both, of the Trustee.
3. To amend this Declaration of Trust in any particular.
4. To withdraw any or all Trust Property from this Declaration of Trust.

B. Incapacity of Settlor Unless a Court of competent jurisdiction rules otherwise, any attempt by a Settlor to exercise a power of revocation, amendment, withdrawal of assets, or control over Trustee during a period of incapacity, shall be

void, this Trust being irrevocable during that time. The Settlor does not intend that any taxable gift be made by reason of the Trust being deemed irrevocable in part under this provision, and therefore notwithstanding the foregoing, Settlor shall at all times have the power to appoint to any person, named in this Trust as a vested or contingency beneficiary, all of the assets of this Trust, this power being exercisable only by specific reference to it in the Settlor's Will.

B. RIGHTS RESERVED IN INSURANCE POLICIES

The Settlor reserves for the Settlor during the Settlor's lifetime and may receive or exercise without the consent or approval of the Trustee or any beneficiary hereunder, all benefits, payments, dividends, surrender values, options, rights, powers and privileges with respect to insurance policies, if any, held by the Trustee hereunder, including but not limited to the following:

1. The power to change the beneficiary of such policies or any of them.
2. The right to receive all disability benefits, dividends, payments, loan values, or surrender values provided in such policies or any of them.
3. The power to borrow on, surrender, or pledge any of such policies.
4. The power to exercise any option provided in any of such policies.

However, in the event that the Settlor becomes incapacitated, such rights shall be held by and exercisable by the Trustee during any such period of incapacity.

C. PAYMENT OF PREMIUMS; CUSTODY OF POLICIES

The Settlor may pay any premiums, assessments, and other charges on any insurance policies held by this Trust; and the Trustee shall be under no duty to pay any of such premiums, assessments, or other charges or to keep itself or any beneficiary or beneficiaries informed with respect to such payments, or to nonpayment, or to the existence of any other facts necessary to keep such policies in force. During the lifetime of the Settlor, the Trustee shall be a custodian for the purpose of the safekeeping of any policies deposited with it and shall have no rights, duties, obligations or liabilities hereunder other than the duty to keep safe the policies placed in its custody by the Settlor. Upon the written request of the Settlor, the Trustee shall deliver to him, or on his order, any or all of the policies, and upon delivery the responsibility of the Trustee for the safekeeping of such policy or policies shall cease.

D. COLLECTION OF PROCEEDS OF INSURANCE POLICIES

The Trustee, upon being informed as to the death of the insured, or the earlier maturity of any insurance or annuity policies held by this Trust, shall collect the proceeds thereof. The Trustee shall have full authority to take any action in regard to the collection that it deems best and to pay the expense thereof out of the Trust Estate, but it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might in its judgment be subjected by any action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to such policies, or any of them, that it may deem expedient, and to give to the insurance companies, and each of them, all the necessary and proper releases and acquittances and full discharge of all the liabilities under such policies. No insurance company whose policy or policies shall

be deposited hereunder and who shall make payment of the proceeds thereof to the Trustee shall be required to inquire into or take any notice of any of the provisions of this Agreement or to see to the application or disposition of the proceeds of such policies, and the receipt of the Trustee to any such insurance company shall be effectual to release and discharge it from any payment so made and shall be binding upon every beneficiary of the trusts created by this Agreement.

ARTICLE V - RESIDUARY ESTATE AND TRUSTS

Distribution and Administration. Upon my death the Trustee is directed to administer the assets and make distribution as follows:

Section 5.1. Particular Items of Personal Property. In spite of any language to the contrary in any other trusts created hereunder, certain items of personal property have particular significance, and I have attached a list of items of personal property that my Trustee is directed to deliver to those designated on my death. I will keep current such list and provide a copy to any designated successor trustee as changes may be made from time to time.

Section 5.2. If Settlor's spouse Survives. If the Settlor's spouse survives the Settlor, the Trustee shall make these allocations:

Clause 5.2(a). Credit Trust. Effective as of the Settlor's death, the trustee shall allocate to the Credit Trust that amount of the rest and residue, if any, needed to increase the Settlor's taxable estate to the largest amount that, after taking into account the unified credit available to the Settlor's estate, will result in no federal estate tax payable by the Settlor's estate. Any asset distributed in kind in partial or complete satisfaction of the foregoing allocation may be distributed on a non-pro rata basis without regard to its income tax basis, shall be distributed at its estate tax value in partial or complete satisfaction of this bequest and shall be fairly representative of appreciation or depreciation in the value of all property available for distribution in satisfaction of the foregoing allocation; provided further, if any asset held by the Trustee does not qualify for the estate tax marital deduction at the Settlor's death, that asset shall be distributed in satisfaction of the foregoing allocation. The assets of this trust shall be held, administered and disposed of by the Trustee pursuant to the terms of the Credit Trust hereinafter set forth in Article VI.

Clause 5.2.(a)-1 Grandchildren Trust - GST Credit Utilization The trustee shall also allocate to the Trust for Grandchildren the largest amount, if any, needed to pass under such Trust for Grandchildren that amount, if any, after taking into account all other factors, which will equal the largest amount which can be passed to such grandchildren without incurring any generation skipping tax, but will not cause estate tax to be paid at my death. Any asset distributed in kind in partial or complete satisfaction of the foregoing allocation may be distributed on a non-pro rata basis without regard to its income tax basis, shall be distributed at its estate tax value in partial or complete satisfaction of this bequest and shall be fairly representative of appreciation or depreciation in the value of all property available for distribution in satisfaction of the foregoing allocation; provided further, if any asset held by the Trustee does not qualify for the estate tax marital deduction at the Settlor's death,

that asset shall be distributed in satisfaction of the foregoing allocation.

Clause 5.2(b). Marital Trust. Effective as of the Settlor's death, the Trustee shall allocate to the Marital Trust all the rest, residue and remainder of the Trust Property, to be held, administered and disposed of by the Trustee pursuant to the terms of the Marital Trust hereinafter set forth in Article VII.

Clause 5.2(c). Disclaimers. Any assets of the Marital Trust effectively disclaimed after the Settlor's death shall be held, administered and disposed of as part of the principal of the Credit Trust.

SECTION 5.3. If Settlor's Spouse Does not Survive

Clause 5.3 (a) If Settlor's spouse Does Not Survive If the Settlor's spouse does not survive the Settlor the Trustee shall hold, administer and dispose of all the Trust Property in accordance with the terms of the Family Trust hereinafter set forth in Article VIII.

Section 5.4. Simultaneous Death. If the Settlor and Settlor's spouse die simultaneously or in such circumstances where it is difficult or impossible to determine which of them died first, then for purposes of this Trust Agreement my spouse shall be presumed to have survived me..

Article VI

The Credit Trust

Section 6.1. During Lifetime of Settlor's spouse. From and after the death of the Settlor and during Settlor's spouses's lifetime, the Trustee may pay to the Settlor's spouse all the net income of the Credit Trust, in quarterly or other installments not less often than annually. The Trustee may distribute to the Settlor's spouse, in addition, such portion or all of the principal of the Credit Trust as the Trustee determines to be necessary or convenient for the reasonable health, education, support or maintenance of the Settlor's spouse, after taking into consideration her means from other sources. The Trustee may, at the sole discretion of the Trustee, distribute to or for the benefit of any child or grandchild of the Settlor so much of the income and principal of this Credit Shelter Trust as the Trustee, in the Trustee's absolute discretion, may determine to be necessary or desirable for the proper education and related support of such child or grandchild; the Trustee is directed to use a broad definition of "education" to include art school, professional education, technical training , or other educational opportunities, and to provide necessary support for such educational opportunities including housing and maintenance. The Trustee is given this authority to make such distributions during the lifetime of my Spouse.

Section 6.2. After Death of Settlor's spouse After the death of Settlor's spouse, the Trustee shall continue to hold, administer and dispose of the remaining principal of the Credit Trust as one trust, pursuant to the terms of the Family Trust hereinafter

set forth in Article VIII.

Section 6.3. Direction Against Election. The Settlor intends that the assets of the Credit Trust not qualify as Qualified Terminable Interest Property at his death. Therefore, the Settlor directs the Trustee to take no action which would so qualify the assets of this Credit Trust for the estate tax marital deduction in his estate.

Article VII **The Marital Trust**

Section 7.1. During Lifetime of the Settlor's spouse.

From and after the death of the Settlor and during Settlor's spouse's lifetime, the Trustee shall pay to the Settlor's spouse some or all the net income of the Marital Trust, in quarterly or other installments not less often than annually. The Trustee may distribute to the Settlor's spouse, in addition, such portion or all of the principal of the Marital Trust as the Trustee, in its discretion, determines to be necessary or convenient for the reasonable health, education, support or maintenance of the Settlor's spouse, after taking into consideration her means from other sources. The Settlor's spouse shall have the power to require the Trustee to convert any unproductive property of the Marital Trust, so as to make it income-producing. If the Trustee holds as an asset of the Marital Trust stock of an S corporation, the Trustee shall distribute to the Settlor's spouse out of trust principal an amount equal to her tax liability (both state and federal) on any undistributed S Corporation income which is taxable to her. If the Trustee of the Marital Trust, as the beneficiary of any qualified plan benefits, elects to accumulate those benefits within the plan after the Settlor's death, Settlor's spouse shall be the "designated beneficiary" with respect to the trust's interest in those qualified plan benefits; she shall have the power during her lifetime to require the Trustee to withdraw from the qualified plan the amount of income earned within the qualified plan on those accumulated benefits or the Code Section 401(a)(9) minimum distribution, whichever is more and to record those amounts as "income" on its books and records. If the trustee is entitled to payments from any individual retirement account, the trustee shall allocate to "income" on Settlor's books and records (from payments received in any calendar year) an amount equal to the income earned by the individual retirement account in that year; any excess distributions received from the individual retirement account shall be allocated to "principal" on the books and records of the trustee. If the payments in any year from the individual retirement account shall be less than the amount equal to the income earned by the retirement account in that year, Settlor's spouse shall have the continuing right to require the trustee to withdraw from the individual retirement account and to pay to her as income an additional amount so that she can be paid an amount equal to the income earned by the individual retirement account in that year.

Section 7.2. After The Death of The Settlor's spouse. Effective as of the death of the Settlor's spouse, the Trustee shall pay to the executor of her estate, out of the principal of the Marital Trust, the amount of additional taxes which are payable by reason of her death on account of the property in the Marital trust, unless her will provides otherwise. Subject to the foregoing, the Trustee shall, effective as of the

death of the Settlor's spouse, distribute all the property of the Marital Trust to the Trustee of the Credit Trust, to be held, administered and disposed of as a part of the principal of that trust.

Section 7.3. Estate Tax Election. The Settlor intends that the assets of the Marital Trust qualify at Settlor's death as Qualified Terminable Interest Property for purposes of the marital deduction if Settlor's executor so elects. Therefore, the Settlor authorizes the executor of Settlor's estate, or the Trustee if no administration of the Settlor's estate is commenced within six months of Settlor's death, to file with the appropriate taxing authorities such election as it deems advisable to qualify such proportion or all of the Marital Trust for the marital deduction at the Settlor's death, after taking into consideration those factors which, in its sole discretion, it deems appropriate under the circumstances which exist at and after the Settlor's death. The exercise or non-exercise of this power shall be questioned by no one and no person whose interest in any trust established by this Trust Agreement is diminished by the exercise or non-exercise of this power shall receive any reimbursement for that diminution. In the event that the Settlor's executor elects to make a "reverse QTIP election" for generation skipping tax purposes, then the trustee shall divide the marital trust into two fractional share trusts.

The "GST exempt marital trust" would contain those assets for which the Settlor's unused GST exemption is allocated and the "GST non-exempt marital trust" would contain the balance of the marital trust assets. Any asset distributed in kind in partial or complete satisfaction of the allocation to the GST exempt marital trust maybe distributed on a non-pro rata basis without regard to its income tax basis, shall be distributed at its estate tax value in partial or complete satisfaction of this allocation and shall be fairly representative of appreciation or depreciation in the value of all property available for allocation. Both of these trusts shall be administered in accordance with the foregoing provisions of Sections 1 and 2 of this Article.

Section 7.4. Partial QTIP Election. In the event that the Settlor's executor elects to qualify less than all the assets passing to the Marital Trust for the federal estate tax marital deduction, then the Trustee shall divide the Marital Trust into two fractional share trusts. The "Elected Marital Trust" shall contain those assets for which a federal estate tax marital deduction was elected and the "Non-Elected Marital Trust" shall contain those assets for which a federal estate tax marital deduction was not elected. The Elected Marital Trust shall be administered according to the terms of Section 7.5 of this Article and the Non-Elected Marital Trust shall be administered according to the terms of Section 7.6 of this Article. In the event of the Settlor's executor elects to make a "reverse QTIP election" for generation skipping tax purposes, then the trustee shall, first, allocate the Settlor's unused GST exemption to the non-elected marital trust and, to the extent the Settlor has any GST exemption remaining, the trustee shall divide the elected marital trust into two separate trusts. The "GST exempt elected marital trust" shall contain those assets for which a federal estate tax marital deduction was elected and for which the balance of any unused GST exemption was allocated and the "GST non-exempt elected marital trust" shall contain those assets for which a federal

estate tax marital deduction was elected and no GST exemption was allocated. Any asset distributed in kind in partial or complete satisfaction of the allocation to the GST exempt elected marital trust maybe distributed on a non-pro rata basis without regard to its income tax basis, shall be distributed at its estate tax value in partial or complete satisfaction of this allocation and shall be fairly representative of appreciation or depreciation in the value of all property available for allocation. Any income earned during the administration of the Settlor's estate by the QTIP assets shall be divided, on a pro rata basis, between the GST exempt elective marital trust and the GST non-exempt elective marital trust. Both the GST exempt elected marital trust and the GST non-exempt elected marital trust shall be administered in accordance with the provisions of Section 7.5 of this Article.

Section 7.5. Elected Marital Trust. The Trustee shall administer the Elected Marital Trust according to the following terms and conditions:

Clause 7.5(a). During the Lifetime of the Settlor's Spouse. From and after the Settlor's death and during Settlor's spouse's lifetime, the Trustee shall pay to the Settlor's spouse all the net income of the Elected Marital Trust, in quarterly or other installments not less often than annually. The Trustee may distribute to the Settlor's spouse, in addition, such portion or all of the principal of the Elected Marital Trust as the Trustee, in its discretion, determines to be necessary or convenient for the reasonable health, education, support or maintenance of the Settlor's spouse, after taking into consideration her means from other sources. The Settlor's spouse shall have the power to require the Trustee to convert any unproductive property of the Elected Marital Trust, so as to make it income producing. If the Trustee holds as an asset of the Elected Marital Trust stock of an S corporation or a limited liability company, the Trustee shall distribute to the Settlor's spouse out of trust principal an amount equal to her tax liability (both state and federal) on any undistributed S corporation or limited liability company income which is taxable to her. If the Trustee of the Elected Marital Trust, as the beneficiary of any qualified plan benefits, elects to accumulate those benefits within the plan after the Settlor's death, Settlor's spouse shall be the "designated beneficiary" with respect to the trust's interest in those qualified plan benefits; she shall have the power during her lifetime to require the Trustee to withdraw from the qualified plan the amount of income earned within the qualified plan on those accumulated benefits or the Code Section 401(a)(9) minimum distribution, which ever is more and to record those amounts as "income" on its books and records. If the trustee is entitled to payments from any individual retirement account, the trustee shall allocate to "income" on Settlor's books and records (from payments received in any calendar year) an amount equal to the income earned by the individual retirement account in that year; any excess distributions received from the individual retirement account shall be allocated to "principal" on the books and records of the trustee. If the payments in any year from the individual retirement account shall be less than the amount equal to the income earned by the retirement account in that year, Settlor's spouse shall have the continuing right to require the trustee to withdraw from the individual retirement account and to pay to her as income an additional amount so that she can be paid an amount equal to the income earned by

the individual retirement account in that year.

Section 7.5(b). After the Death of the Settlor's spouse. Effective as of the death of the Settlor's spouse, the Trustee shall pay to the executor of her estate, out of the principal of the Elected Marital Trust, the amount of additional taxes which are payable by reason of her death on account of the property in the Elected Marital Trust, unless her will provides otherwise. Subject to the foregoing, the Trustee shall, effective as of the death of the Settlor's spouse, distribute all the property of the Elected Marital Trust to the Trustee of the Credit Trust, to be held, administered and disposed of as a part of the principal of that trust.

Section 7.6. Non-Elected Marital Trust. The Trustee shall administer the Non-Elected Marital Trust according to the following terms and conditions:

Clause 7.6(a). During the Lifetime of the Settlor's spouse. From and after the Settlor's death and during Settlor's spouse's lifetime, the Trustee shall pay to the Settlor's spouse all the net income of the Non-Elected Marital Trust, in quarterly or other installments not less often than annually. If all assets of the Elected Marital Trust have been distributed to the Settlor's spouse in the discretion of the Trustee of the Elected Marital Trust, then the Trustee of the Non-Elected Marital Trust may distribute to the Settlor's spouse, in addition, such portion or all of the principal of the Non-Elected Marital Trust as the Trustee, in its discretion, determines to be necessary or convenient for the reasonable health, education, support or maintenance of the Settlor's spouse, after taking into consideration her means from other sources. The Settlor's spouse shall have the power to require the Trustee to convert any unproductive property of the Non-Elected Marital Trust, so as to make it income producing. If the Trustee holds as an asset of the Non-Elected Marital Trust stock of an S corporation or a limited liability company, the Trustee shall distribute to the Settlor's spouse out of trust principal an amount equal to her tax liability (both state and federal) on any undistributed S corporation or limited liability company income which is taxable to her. If the Trustee of the Non-Elected Marital Trust, as the beneficiary of any qualified plan benefits, elects to accumulate those benefits within the plan after the Settlor's death, Settlor's spouse shall be the "designated beneficiary" with respect to the trust's interest in those qualified plan benefits; she shall have the power during her lifetime to require the Trustee to withdraw from the qualified plan the amount of income earned within the qualified plan on those accumulated benefits or the Code Section 401(a)(9) minimum distribution, whichever is more and to record those amounts as "income" on its books and records. If the trustee is entitled to payments from any individual retirement account, the trustee shall allocate to "income" on his books and records (from payments received in any calendar year) an amount equal to the income earned by the individual retirement account in that year; any excess distributions received from the individual retirement account shall be allocated to "principal" on the books and records of the trustee. If the payments in any year from the individual retirement account shall be less than the amount equal to the income earned by the retirement account in that year, Settlor's spouse shall have the continuing right to require the trustee to withdraw from the individual retirement account and to pay to her as income an additional amount so that she

can be paid an amount equal to the income earned by the individual retirement account in that year.

Section 7.6(b). After the Death of the Settlor's Spouse. Effective as of the death of the Settlor's spouse, the Trustee shall distribute all the property of the Non-Elected Marital Trust to the Trustee of the Credit Trust, to be held, administered and disposed of as a part of the principal of that trust.

Article VIII The Family Trust

Section 8.1. Applicability. This Article applies to the administration after the Settlor's death of all the Trust Property allocated to the Family Trust in Section 5.3 hereof, and to the administration after the death of the Settlor's spouse of all the remaining principal of the Credit Trust pursuant to Section 6.2 hereof, such trust being referred to herein as the Family Trust.

Section 8.2. Disposition After Death of Settlor and Settlor's Spouse. Upon the death of Settlor and Settlor's Spouse, the Trustee shall divide the remaining property in the Family Trust into as many equal shares as Settlor has children surviving, or children deceased with issue surviving, share and share alike, and shall hold and administer the property in the Family Trust according to the following terms and conditions:

A. Distribution of Income and Principal for Children. The Trustee shall distribute to each child the required minimum distribution of any retirement or qualified funds allocated to such child and the Trustee may, at the sole discretion of the Trustee, distribute to or for the benefit of such child so much of the income and principal of his or her separate Trust as the Trustee, in the Trustee's absolute discretion, may determine to be necessary or desirable for the proper health, education, maintenance and support of such child; the Trustee is directed to use a broad definition of "education" to include art school, professional education, technical training, or other educational opportunities, and to provide necessary support for reasonable educational opportunities including housing and maintenance. The Trustee is given this authority to make such distributions during the lifetime of my Spouse. The balance of the income of such separate Trust not so distributed shall be accumulated and added to the principal thereof at the end of each fiscal year of the Trust.

B. Distribution for Issue Other than Children. Except as hereinafter provided, if a share of any separate Trust set apart under this Article is at any time set apart for any of Settlor's issue other than Settlor's children, such share shall be held by the Trustee until the descendant attains the age of thirty (30) years or sooner dies, at which time the principal and accumulated net income (if any) shall be paid over and distributed to that descendant, if living, or to his or her estate or heirs at law, if no estate has been opened within six months of such beneficiary's death. During such period the Trustee, in his sole discretion, the Trustee shall distribute to or for the benefit of such

beneficiary so much of the income and principal of his or her separate Trust as the Trustee, in the Trustee's absolute discretion, may determine to be necessary or desirable for the proper health, maintenance, support and education of such beneficiary.

4. Distribution Upon Death of Children. Should any child of the Settlor die before his or her separate Trust has been distributed absolutely to him or her, the then remaining principal of such Trust shall be distributed, upon the death of the child, under the terms of the Trust for Grandchildren, set forth below, to or on behalf his or her then living issue, *per stirpes*, or, if none such, to my other children, *per stirpes*. and any such portion allocated to any grandchild shall pass under the terms of the Trust for Grandchildren.

5. Distribution to Minors or Incapacitated Persons: In the event any beneficiary (other than the Settlor's grandchildren) of the Trust created hereunder is under twenty-one (21) years of age at the time a share thereof is required under the terms hereof to be distributed absolutely to such beneficiary, or is otherwise incapacitated, the Trustee, in the Trustee's absolute discretion, may retain the share of such minor or incapacitated beneficiary in further Trust, as a separate Trust, until he or she attains such age or such incapacity is removed. In such event and during such time, the Trustee shall distribute to or for the benefit of such beneficiary so much of the income and principal of such beneficiary's separate Trust as the Trustee, in the Trustee's absolute discretion, shall deem necessary or desirable to provide for the proper health, education, maintenance and support of such beneficiary; any income from such separate Trust not so distributed shall be added to the principal thereof. At the time such beneficiary attains the age of twenty-one (21) years, or in the event of incapacity, upon the end of the period of incapacity, or upon his or her death, whichever occurs first, his or her separate Trust shall terminate, and the then remaining principal thereof shall be distributed absolutely, free and clear of any Trust, to such beneficiary; or, if such beneficiary is then deceased, to his or her estate. If any person entitled to distribution has not attained the age of eighteen (18) years, or is incapacitated, his share shall vest in him or her but the Trustee may hold such share and distribute some or all of such share, including some or all of the income from such share, to a custodian under any Uniform Transfers to Minors Act, or in the Trustee's discretion, any share allocated to any beneficiary herein may be distributed:

- A. Directly to the beneficiary;
- B. By expending the money or using the property directly for the benefit of the beneficiary;
- C. To a legally appointed Guardian or Conservator of the beneficiary;
- D. To a Custodian for the beneficiary under any Uniform Transfers to Minors Act;

- E. To an adult relative;
- F. To anyone with whom the beneficiary is residing;
- G. To any person acting as the beneficiary's attorney in fact under a durable power of attorney.

6. Trust for GrandChildren Any sums or assets passing to the Trust for Grandchildren shall be distributed in equal share, one share each for each Grandchild then living, and distribute as follows: the Trustee shall establish a separate Trust (except as to the share of a grandchild then 35 years old or older) for each grandchild, to be held and distributed as follows:

a. Distribution before Trusts for GrandChildren Created. If any grandchild of the Settlor shall have attained the age of 25 years at the time the principal of this Trust is initially divided into separate shares, as hereinabove provided, the Trustee shall immediately thereafter distribute absolutely to such grandchild one-half of his or her particular share; and if any grandchild shall have attained the age of 35 years at such time, the Trustee shall distribute absolutely to such grandchild all of his or her share.

b. Distribution of Income and Principal for GrandChildren. Until any grandchild attains the age of 25, the Trustee shall distribute to or for the benefit of such grandchild so much of the income and principal of his or her separate Trust as the Trustee, in the Trustee's absolute discretion, may determine to be necessary or desirable for the proper health, maintenance, support and education of such child. The balance of the income of such separate Trust not so distributed shall be accumulated and added to the principal thereof at the end of each fiscal year of the Trust. After a grandchild attains the age of 25, my Trustee shall distribute to or for the benefit of such grandchild, all of the income derived from his or her separate Trust. In addition, the Trustee shall distribute absolutely to or for the benefit of a grandchild one-half of the principal of his or her separate Trust when such grandchild attains age of 25 years, and if such grandchild attains the age of 35 years, the Trustee shall distribute absolutely to such grandchild all of his or her separate Trust.

c. Distribution for Issue Other than GrandChildren. Except as hereinafter provided, if a share of any separate Trust set apart under this Article is at any time set apart for any of Settlor's issue other than Settlor's grandchildren,

such share shall be immediately distributed absolutely to such issue, free and clear of any Trust.

d. Distribution Upon Death of GrandChildren. Should any grandchild of the Settlor die before his or her separate Trust has been distributed absolutely to him or her, the then remaining principal of such Trust shall be distributed, upon the death of the grandchild, absolutely to or on behalf his or her then living issue, *per stirpes*. In the event there are no such issue then living, the then remaining principal of the separate Trust of the deceased grandchild shall be divided among Settlor's then living issue, *per stirpes*. In the event Settlor's last surviving grandchild shall die before the entire separate Trust set apart for such grandchild has been distributed absolutely to him or her and none of Settlor's issue are then living the then remaining principal of such Trust shall be distributed to my heirs at law under the law of intestate succession of the State of Indiana in effect at the time.

e. Distribution to Minors or Incapacitated Persons: In the event any beneficiary (other than the Settlor's grandchildren) of the Trust created hereunder is under twenty-one (21) years of age at the time a share thereof is required under the terms hereof to be distributed absolutely to such beneficiary, or is otherwise incapacitated, the Trustee, in the Trustee's absolute discretion, may retain the share of such minor or incapacitated beneficiary in further Trust, as a separate Trust, until he or she attains such age or such incapacity is removed. In such event and during such time, the Trustee shall distribute to or for the benefit of such beneficiary so much of the income and principal of such beneficiary's separate Trust as the Trustee, in the Trustee's absolute discretion, shall deem necessary or desirable to provide for the proper health, education, maintenance and support of such beneficiary; any income from such separate Trust not so distributed shall be added to the principal thereof. At the time such beneficiary attains the age of twenty-one (21) years, or in the event of incapacity, upon the end of the period of incapacity, or upon his or her death, whichever occurs first, his or her separate Trust shall terminate, and the then remaining principal thereof shall be distributed absolutely, free and clear of any Trust, to such beneficiary; or, if such beneficiary is then deceased, to his or her estate. If any person entitled to

distribution has not attained the age of eighteen (18) years, or is incapacitated, his share shall vest in him or her but the Trustee may hold such share and distribute some or all of such share, including some or all of the income from such share, to a custodian under any Uniform Transfers to Minors Act, or in the Trustee's discretion, any share allocated to any beneficiary herein may be distributed:

- A. Directly to the beneficiary;
- B. By expending the money or using the property directly for the benefit of the beneficiary;
- C. To a legally appointed Guardian or Conservator of the beneficiary;
- D. To a Custodian for the beneficiary under any Uniform Transfers to Minors Act;
- E. To an adult relative;
- F. To anyone with whom the beneficiary is residing;
- G. To any person acting as the beneficiary's attorney in fact under a durable power of attorney.

7. Distribution if No Children or GrandChildren Survive Me. If, upon my death, no children or grandchildren survive me by thirty days, and there are no issue or adopted children of my children who survive me by thirty days, the then remaining principal of such Trust shall be divided into two equal shares and distributed, one share to my heirs at law under the law of intestate succession of the State of Indiana in effect at the time, and the other share to my spouse's heirs at law under the law of intestate succession of the State of Indiana in effect at the time.

7. Distribution if No Children Survive Me. If, upon my death, no children survive me by thirty days, and there are no issue or adopted children of my children who survive me by thirty days, the then remaining principal and accumulated income of such Trust shall be distributed to my heirs at law.

ARTICLE VIII-A - RETIREMENT FUNDS AND TAX QUALIFIED FUNDS

Instructions to Trustee on Distributions and Receipt of Qualified Retirement Fund This Trust may be the designated beneficiary of retirement accounts, such as IRA's, or SEP's, owned by Settlor at the time of Settlor's Death. To the extent that this Trust or its Trustee is so designated, the Trustee is hereby directed to do all things necessary to provide for the continuation of such benefits and their payment in terms allowable by the IRS to designated beneficiaries. It is my intention that payments hereunder be made comply with such requirements, and that the recipients hereof qualify as designated beneficiaries thereunder.

The Trustee is authorized to categorize as principal, as income or as some combination of each any periodic payments it receives in the form of qualified plan benefits payable to a trust for such beneficiaries, after taking into consideration those facts which, in its sole discretion, it deems appropriate under the circumstances which exist from time to time. The exercise or non-exercise of this power shall be questioned by no one and no person whose interest in any trust created hereunder is diminished by the exercise or non-exercise of this power shall receive any reimbursement for that diminution.

The Trustee may use its discretion in allocating such accounts, in whole or in part, among the various sub-trusts and beneficiaries. The Trustee is directed to obtain current planning advice regarding elections available for such accounts. Upon the allocation of any such retirement funds to a sub trust, such as the Family Trust or the Marital Trust, the Trustee is directed to comply with the distribution limits and directions of each such sub-trust, while abiding by the distribution requirements set forth in this section, and beneficiaries to which such funds are so allocated shall be considered "Designated Beneficiaries" under the Code. For example, if the Trustee allocates retirement funds to the Family Trust, pro rata among my children *per stirpes*, minimum distributions shall be made as required, and that child (or his or her children, if the child pre deceases me) shall be the Designated Beneficiary of such funds. However, such beneficiary's rights to access such funds in excess of required Minimum Distributions shall be limited by the particular limitations of such trust.

After my death, there must be distributed, in each calendar year, at least the Minimum Distribution Amount for such year; provided, that this sentence shall not be deemed to limit any Beneficiary's right to use the alternative method of compliance described in IRS Notice 88-38. Except as may be otherwise specifically provided herein, or in the agreement establishing the Account, or by applicable law, each Beneficiary shall be entitled to elect the form and timing of distribution of benefits payable to him or her. No person shall have the discretion, after my death, to change my Beneficiaries. The Death Benefit shall be payable to the Primary (or Contingent) Beneficiary specified herein, whichever is applicable. However, if an individual Primary or Contingent Beneficiary, having survived me, becomes entitled to ownership of all or part of the Account, but later dies prior to the complete distribution of such Beneficiary's share of the Account to him or her, the remaining balance of such Beneficiary's share of the Account shall belong to a Successor Beneficiary, who shall be:

- (i) such person or persons as such Beneficiary shall have indicated by written notice to the Administrator; or, if such Beneficiary shall have failed to give such written notice, or to the extent such written notice does not make effective disposition of all of such Beneficiary's share of the Account,
- (ii) such Beneficiary's issue surviving such Beneficiary, by right of representation, or in default of such issue,
- (iii) my issue surviving such Beneficiary, by right of representation, or in default of such issue,

(iv) such Beneficiary's estate.

ARTICLE IX.

INCOME AND PRINCIPAL DURING LIFETIME OF SETTLOR

During the lifetime of Settlor or until Settlor is incapacitated, the Trustee shall pay over to or apply for the benefit of the Settlor, in monthly or other convenient installments, all of the income of the Trust and such amounts of principal as the Settlor shall demand in writing; or, in the absence of a written demand, as the Trustee, in the Trustee's absolute discretion, deems necessary or desirable to provide for the welfare and happiness of the Settlor. In the event that Settlor should become incapacitated, the Trustee shall distribute so much of the income and principal, within the Trustee's discretion, as the Trustee shall deem necessary to provide for the proper welfare, happiness, support, maintenance, health and other needs of the Settlor, and Settlor's Spouse and children.

ARTICLE X

PAYMENT OF DEBTS, TAXES AND COSTS OF ADMINISTRATION

A. After Settlor's death, the Trustee may, in his or her discretion, but is not required to, pay from my residuary estate all or such portion of the following items, as the Personal Representative of Settlor's estate may from time to time request:

1. Debts which Settlor is legally obligated to pay at the time of Settlor's death.
2. Settlor's last illness and funeral expenses.
3. Miscellaneous taxes and costs of administration of Settlor's estate.

B. After Settlor's death, the Trustee shall pay from my residuary estate all or such portion of the following items, as the Personal Representative of Settlor's estate may from time to time request: any estate, inheritance, transfer, succession and other death taxes of any nature, together with any interest and penalties thereon, which may be levied or assessed against my estate or any beneficiaries under this Trust or my will or of property which passes outside this Trust or my will by the laws of any State or of the United States by reason of Settlor's death with respect to any property passing under Settlor's Last Will and Testament, property held by the Trustee under this Agreement, or any other property, except as is limited in the succeeding paragraphs.

C. Said debts, expenses, costs and taxes may be paid out of either the principal or income of the Residuary Estate, and shall not be charged against any particular asset or beneficiary, including insurance beneficiaries, surviving co-owners or owners of any properties included in my estate for tax purposes except as follows:

1. except as hereafter provided, if the Settlor's spouse survives, any taxes due on account of the Settlor's death shall be paid from the assets hereinafter allocated to the Credit Trust;
2. no generation skipping taxes generated by a taxable termination at the Settlor's death shall be paid from the Trust Property and any generation skipping tax generated by a direct skip at the Settlor's death shall be paid by the

transferee of that gift;

3. the Trustee shall recover for the Trust Property, from either the trustee or other beneficiaries of that trust, all taxes generated at the Settlor's death by a qualified terminable interest property trust of which the Settlor is a beneficiary;

4. if the Settlor's spouse survives him and the executor of the Settlor's estate elects to qualify for the federal estate tax marital deduction less than 100% of the property hereafter allocated to the trustee of the Marital Trust, then any additional taxes (state and federal) thereby payable as a result of the Settlor's death shall be paid from that portion of the Marital Trust which is not so qualified for the federal estate tax marital deduction;

5. no taxes generated at the Settlor's death by a transfer with a retained life estate shall be paid out of the Trust Property;

6. if the executor of the Settlor's estate has not already done so, the Trustee shall recover, from the recipients of those benefits, any excise or additional estate or inheritance tax imposed prior to or at the Settlor's death on assets held in or distributed from any qualified plan of which the Settlor was a participant prior to my death; provided, however, if those qualified plan benefits are payable to or for the benefit of the Settlor's spouse, then any excise and additional estate or inheritance tax shall be paid from the assets hereinafter allocated to the Credit Trust and shall be recovered from the recipients of those benefits only to the extent that the assets hereinafter allocated to the credit are insufficient to pay these taxes in full. No payments shall be paid from amounts received by the Trustee by virtue of the designation as beneficiary of any pension, profit sharing or Keough benefits, of any individual retirement account benefits or of any other retirement plan benefits if to do so would make those benefits subject to federal estate taxation at the Settlor's death, and the Trustee is hereby specifically given the power to disclaim any such interest, or make such other disclaimers as the Trustee, in his sole discretion, may decide is in the best interest of the beneficiaries.

7. if the Trust Property consists in whole or in part of United States Treasury Bonds redeemable at their par value in satisfaction of the Settlor's federal estate tax liability, then the Trustee is directed to utilize those bonds in payment of those taxes.

D. This direction shall not postpone the distribution of the Trust Estate remaining at Settlor's death, as provided herein, but the Trustee shall have the right to withhold such an amount as the Trustee, in the Trustee's discretion, may deem necessary to pay said debts, expenses, costs and taxes payable as provided above. In the event the amount so withheld is insufficient to pay said obligations in full, the additional amount required shall be paid by the persons or Trusts to whom the remaining Trust Estate was distributed at Settlor's death. In the event the amount withheld is more than the amount ultimately required to pay said obligations in full, the excess shall be distributed to said persons or Trusts. Said additional amount to be paid by or said excess to be distributed to each of said persons or Trusts, whichever the case may be, shall be in proportion to the amount of the remaining

Trust Estate distributed to them at Settlor's death under the provisions of this Agreement.

ARTICLE XI-DESIGNATION OF GUARDIANS

A. Guardian for Settlor. In the event that due to my incapacity it becomes necessary that a Guardian or Conservator be appointed on my behalf to manage and conserve my assets and estate, I hereby direct the Court of Law hearing the petition on the appointment of my Guardian or conservator to follow my request and recommendation in naming Barbara J. Harris, as Guardian of my person and estate as it is my desire that he handle my financial affairs and look out for my well being. In the event that Barbara J. Harris is unwilling or unable to serve in this capacity, I direct that John W. Harris and Anthony R. Harris and Oscar R. Harris, III, jointly be named as Guardian or Conservator. It is my intent that this Paragraph supersede and prevail over any guardian designated under any power of Attorney signed by me unless such power supersedes this Paragraph by specific reference to this Paragraph.

B. Compensation of Guardian. I hereby direct that those individuals handling my estate or the Trust for the benefit of myself compensate any Guardian named hereunder for assuming the responsibilities reasonable compensation. This sum shall be paid annually to the Guardian from funds held for myself, or by the Trustee, from the Trust funds as compensation for the services they render and the responsibilities they assumed.

C. Authority of Trustee to Pay from Principal to Guardian for Home Remodeling. In the event that a Guardianship is established over myself or my spouse or my children, and I or my spouse or children would be expected to reside with the Guardian for a period of more than two years, then the Trustee shall work with the Guardian in providing funds to add an extra bedroom, if necessary, to the Guardian's home. The Guardian shall obtain three cost estimates and present them to review by the Trustee or other fiduciary. The Trustee may then pay to the Guardian the reasonable and necessary cost of the remodeling; however, any such funds paid over to the Guardian shall not exceed one forth of the total Guardianship fund or Trust Account allocable to myself or my spouse. The addition to the Guardian's home shall be their sole property and my spouse, my self, my children or the Trustee shall retain no right or interest therein.

ARTICLE XII - GENERAL PROVISIONS

The provisions of this Article shall apply to any and all Trusts established hereunder, unless herein provided otherwise:

A. Unsupervised Administration; Waiver of Reports, Accountings, Registration Requirement and Bond. The Settlor hereby specifically waives compliance by the Trustee with any provision of the statutes of any state or other jurisdiction, as it now exists, or as it may hereafter be amended as to registration of any Trust herein or posting of any bond or security, or the filing or reports or accountings by the Trustee with a judicial body or court. However, the Trustee is not precluded from obtaining judicial approval of its accounts and actions, but such seeking of approval shall not subject the Trustee to any reporting requirement.

B. Payment to Disabled Persons, or for Incompetents or Minors. The Trustee may make distributions for the benefit of any adult beneficiary hereunder directly to that beneficiary or to his or her legal guardian, if he or she should be incapacitated or disabled, or in direct payment of his or her expenses of the types that the Trustee is authorized to meet. The Trustee may make payments for the benefit of any minor beneficiary to his or her natural guardian or to any other person having care or custody of such minor, or in direct payment of his or her expenses of the types the Trustee is authorized hereby to meet. The Trustee shall not be obligated to see to the application of funds so disbursed, and the receipt of the payee shall fully protect the Trustee, if the Trustee exercises due care in selecting the person paid.

It is the express intent of each Settlor that the Trustee shall make distribution to or on behalf of any disabled or incapacitated beneficiary, to include Settlers, only to the extent that such distributions are used for luxuries to supplement, and not replace, any entitlement or benefit provided by any federal, state, or local program which provides for the health care and maintenance of disabled persons. Such programs include, without limitation, eligibility for welfare benefits, payments under the Social Security Act, to include SSI, and Medicaid payments. In the event that the Trustee, in his sole discretion, determines that the trust assets will be held to be available to such disabled person, and subject to a taking by any court or governmental authority in satisfaction of health care or maintenance for such beneficiary, so as to unduly deplete the assets of the trust for those holding remainder or contingent interests, and that such a taking and use of the trust assets will not materially improve the health care and standard of living for the beneficiary, the Trustee shall terminate the Trust in whole or in part and distribute the assets and income of the Trust to the contingent or remainder beneficiaries as otherwise provided for herein, to the exclusion of the beneficiary suffering from the disability.

C. Notice to Trustee of Status of Beneficiaries. Until the Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to distribution of the income or principal of any Trust may depend, the Trustee shall incur no liability for distributions made in good faith to persons whose interests may have been affected by that event.

D. Restraint on Alienation. No income or principal payable to or held for any beneficiary shall, while in the possession of the Trustee, be alienated, disposed of, or encumbered in any manner other than by Trustee action authorized hereby. Throughout the duration of each Trust, and during the process of distribution, no beneficiary thereof shall have the power, voluntarily or involuntarily, to sell, alienate, convey, assign, transfer, mortgage, pledge, or otherwise dispose of or encumber any principal or income thereof or any interest whatever therein until physical distribution or payment is made to him or her, and no interest of any beneficiary in or claim to any Trust assets or benefits shall be subject to the claims of any of his or her creditors or to judgment, levy, execution, sequestration, garnishment, attachment, bankruptcy or other insolvency proceedings, or any other legal or equitable process. If any attempt should be made by any creditor of a beneficiary, or if the Trustee in his sole discretion determines that the distribution of

such share would be attached or seized by creditors or government entities the Trustee may apply the income or principal to which the beneficiary would otherwise be entitled, for his or her support and maintenance, or the support and maintenance of those dependent upon the beneficiary in such manner as the Trustee in its sole discretion shall determine. Nothing in this paragraph shall interfere with the exercise of any right or power reserved to the Settlor or expressly given herein to the Trustee, or any beneficiary.

E. Reliance by Third Parties. No grantee, purchaser, or other person dealing with the Trustee while the Trustee is purporting to act in such capacity under any power or authority granted the Trustee herein need inquire into the initial existence of facts upon which the purported power or authority depends or into the continued existence of the power, the expediency of the transaction, or the proper application of the proceeds or other consideration.

F. Rule Against Perpetuities. Each Trust created hereunder shall in any event terminate twenty-one (21) years after the death of the last survivor of such of the beneficiaries of such Trust as were living upon the date of the creation of that Trust and, thereupon, the property held in that Trust shall be distributed, discharged of Trust, to the beneficiary or beneficiaries thereof.

G. Situs of Trust. This Declaration of Trust has been accepted by the Trustee in the State of Indiana, and it shall be construed, regulated, and administered, and all rights under it shall be governed by the laws of the State of Indiana. However, my trustee shall have the right to change the situs of the trust for any purpose, based upon familial and regulatory factors to be determined as the circumstances may require.

H. Frequency of Distribution of Income. Unless otherwise specifically indicated under the terms of this Declaration of Trust, any distribution of income required to be made under any Trust created herein shall be made at times fixed by the Trustee, but at least as often as quarter-annually.

I. Payment of Insurance Proceeds. I hereby reaffirm and ratify the payment of proceeds from any insurance policy to my designated Trustee of my Revocable Living Trust or any sub-trust created therein if so designated in said insurance policy, and bind my Personal Representative and Trustee to hold harmless any company making such payments, as may be required by any state's laws. The Trustee shall use and allocate the insurance proceeds in such manner as to effectuate the intent of the Revocable Living Trust or any sub-trust created therein by allocating such proceeds all to one of such Trusts created under such Revocable Living Trust, or part to each, to comply with the marital deduction allocation formula provided hereinabove in this Revocable Living Trust, unless and except such proceeds of insurance are specifically designated as being allocable to any sub-trust created under this Revocable Living Trust, and I hereby ratify and affirm that said insurance policy proceeds designated to the Trustee of my Revocable Living Trust or any sub-trust created therein shall be held in compliance with the statutes of any state as a part of the Trust Estate or Estates.

J. Possessory Interest in Homestead; Nursing Home. If the Settlor's homestead is or becomes a part of the Trust Estate, the Settlor hereby retains a

possessory interest in said homestead during the Settlor's lifetime. Further, Settlor indicates hereby his wish and desire that he be cared for at his home, and not be placed in any nursing home, if possible. Trustee is authorized, empowered, and directed to hire, supervise and pay for the housekeeping and health care of Settlor in his home.

K. Appraisal of Trust Property. Upon the death of the Settlor, the Successor Trustee is specifically directed to obtain current market value appraisals as of the Settlor's date of death for all Trust property, whether real, personal, tangible or intangible, and including any property which has an appreciated value for tax purposes. The purpose of the current market value appraisals is to establish a date of death stepped-up basis for income, estate and inheritance purposes. These appraisals should be made regardless of whether Settlor has a spouse living. The Successor Trustees are directed to seek appropriate counsel and advice at that time.

L. Special Direction regarding General Motors Products. The trustee is hereby directed to withhold from distribution and amount or asset to any beneficiary hereunder in any year in which such beneficiary is not driving a General Motors automobile or truck made in the United States of America, unless such beneficiary does not drive an automobile or truck. If such beneficiary continues to drive an automobile or truck other than a General Motors product made in the United States, then the Trustee shall direct the forfeiture of such beneficiary's share to be then distributed hereunder as if such beneficiary had become deceased at such time.

ARTICLE XIII- TRUSTEE AND SUCCESSOR TRUSTEE

A. Appointment of Trustee. The Settlor hereby appoints himself or herself as Trustee of the Trusts created hereunder until a Settlor's death, or until a Settlor is incapacitated.

B. Successor Trustee. In the event that Settlor cannot serve, Settlor appoints O. Thomas Harris III, John William Harris, Robert Loren Harris, Anthony R. Harris, and Gregory Scott Eddy (for so long as he is the spouse or widower of Kimberly Jo Eddy) serve as Joint-Successor Trustee, with majority rule, or, if he or she is unable to serve, the remaining members of such group to serve as Trustee. In the event that none of the above can serve, or, in the case of a corporate trustee, on the affirmative vote of a majority of income beneficiaries to change any corporate trustee, a Successor Trustee shall be chosen by the majority vote of the income beneficiaries then existing. Such successor trustee shall be a bank or trust company authorized to do business in the State of Indiana. If any such income beneficiaries are either under the age of twenty one or incapacitated, their guardians or parents shall vote in their stead. The Surviving Spouse of settlor shall have no power or authority to make any decision with respect to distribution of the principal of the Credit Trust to himself or herself, or to any other person or entity resulting in financial benefit to the surviving Spouse. Decisions as to discretionary distribution of the principal to the surviving Spouse shall be vested in the next successor Trustee as co-Trustee, and his or her decision is final and may not be contested by the

surviving Spouse.

C. Successor Powers and Liabilities. Any fiduciary succeeding to the trust business of any corporate trustee shall become the successor trustee under this agreement with like powers, duties and obligations. Any successor trustee at any time acting hereunder, whether corporate or individual, shall have and exercise all of the rights, powers and privileges, and be subject to all the obligations and duties, both discretionary and ministerial, as herein and hereby given and granted to the original Trustee hereunder, and shall be subject to any restrictions herein imposed upon the original Trustee. No trustee or successor trustee shall be obliged to examine the accounts, records and acts of any previous trustee or of the personal representative of Settlor's probate estate, nor shall any trustee or successor trustee in any way or manner be responsible for any act or omission to act on the part of any previous trustee or a co-trustee or the personal representative of the Settlor's probate estate.

D. Waiver of Bond. No trustee appointed hereunder shall be required to furnish any bond or other security in any jurisdiction for the faithful performance of the Trustee's duties as such, the same being expressly waived hereby.

E. Compensation of Trustee. Any corporate Trustee shall be entitled to compensation for services rendered hereunder based on its published fee schedule as it may be amended from time to time. Any individual Trustee shall be entitled to reasonable compensation for services rendered. Any additional duties and responsibilities due to acquisition of additional Trust property or the transfer into Trust of additional property shall be considered in determining the amount, but it shall not exceed the amount allowable by law at the time compensation becomes payable. Further the Trustee shall be entitled to be reimbursed for ordinary and necessary expenses of administration.

F. Accountings. Any Successor Trustee shall accept without examination or review, the accounts rendered and the property delivered by or for a predecessor Trustee, without incurring any liability or responsibility for so doing.

G. Powers and Liabilities of Successor Trustees. Each Successor Trustee shall have all of the titles, powers, and obligations of the Trustee succeeded, without the necessity of any conveyance or transfer. Each Successor Trustee shall not be liable nor responsible in any way for any acts or defaults of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee, but such Successor Trustee shall be liable only for his/her/its own acts and defaults in respect to the property actually received by it as such Trustee.

H. Exculpatory Clause. The Trustee shall not be liable to the grantor or any beneficiary of the Trust for investing in a life insurance policy on the life of the Settlor or any other person or for the receiving, acquiring or retaining a particular life insurance policy.

I. Indemnification Clause. The Settlor does hereby agree to indemnify and hold harmless the Trustee against all claims, actions, damages or expenses, including court costs and reasonable attorney fees, while serving as Trustee, so long as the Trustee manages the Trust in a reasonable and prudent manner.

ARTICLE XIV- POWERS OF TRUSTEE

The Trustee or any successor, in addition to the powers conferred by law, in his or her discretion and without any leave or order of Court or other judicial proceedings and without bond, shall have the following powers and authority:

A. Retain Trust Estate. To retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised or bequeathed to the Trustee for such time as the Trustee shall deem advisable, although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of Trust assets and although it represents a large percentage of all of the Trust Estate; said original property may accordingly be held as a permanent investment.

B. To hold Uninvested Cash and Unproductive Property. For any periods deemed advisable, to hold cash, uninvested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold unproductive realty or personalty.

C. Invest and Acquire. To invest and reinvest Trust assets in any type of property or security, without regard to the proportion that investments of the type selected may bear to the entire Trust Estate, without limitation to the classes of Trust investments authorized by law, and without regard to the possibility that the investments may be in new issues or in new or foreign enterprises. The property acquired may be realty or personalty and may include life insurance, bonds, debentures, leaseholds, options, easements, mortgages, notes, mutual funds, investment trusts, common trust funds, voting trust certificates, and any class of stock or rights to subscribe for stock, regardless of whether the yield rate is high or low or whether or not the new asset produces any income at all. It is intended that the Trustee shall have the authority to act in any manner deemed in the best interest of the Trust involved, regarding it as a whole, even though certain investments considered alone might not otherwise be proper.

C.1. S.Corporation Powers. The Trustee shall have the power, if any shares in a qualified S Corporation are to be held in any trust under this Agreement:

(1) To amend this Agreement in a manner which converts the trust in which the shares are to be held into a qualified S Corporation trust under the Internal Revenue Code.

(2) To retain shares in an S Corporation; and

(3) To make any elections which may be necessary to obtain or retain S Corporation status, and, with respect to the decision to make or not to make the election, the Trustee shall not be liable to any person for retaining the S Corporation shares and for making or not making any such election.

D. Exercise Options and Conversion Privileges. To exercise any options, rights, and conversion privileges pertaining to any securities held by the Trustee as Trust assets, and to make any elections as required by state or federal law, including Sub-chapter S elections under the Internal Revenue Code.

E. Sell and Lease. To sell, convey, grant options to purchase, lease, transfer, exchange or otherwise dispose of any Trust asset on any terms deemed advisable, to

execute and deliver deeds, leases, bills of sale, and other instruments of whatever character, and to take or cause to be taken all action deemed necessary or proper in connection therewith.

F. Insure. To carry any insurance deemed advisable, with any insurer, against any hazards, including public liability, and to use insurance proceeds to repair or replace the asset insured.

G. Lend. On any terms deemed advisable, to lend Trust funds to any borrower, including the Personal Representative of Settlor's estate and the Trustee or beneficiary of this or any other Trust, by whomsoever created, and to change the terms of these loans. This authorization includes the power to extend them beyond maturity with or without renewal and without regard to the existence or value of any security therefore, to facilitate payment thereof, to change the interest rate thereof, and to consent to the modification of any guarantee relating thereto.

H. Borrow. To borrow whatever money the Trustee deems desirable for any Trust on any terms from any lender, including the Trustee and the Personal Representative of Settlor's estate, and the Trustee, or beneficiary of this or any other Trust, by whomsoever created, and to mortgage, pledge or otherwise encumber as security any assets of the borrowing Trust.

I. Term of Duration of Obligation. Incident to the exercise of any power, to initiate or change the terms of collection or of payment of any debt, security, or other obligation of or due to the Trust Estate, upon any terms and for any period, including a period beyond the duration or the termination of any or all Trusts.

J. Compromise or Abandonment of Claims. Upon whatever terms the Trustee deems advisable, to compromise, adjust, arbitrate, sue on, defend, or otherwise deal with any claims, including tax claims, against or in favor of any Trust; to abandon any asset the Trustee deems of no value or of insufficient value to warrant keeping or protecting; to refrain from paying taxes, assessments, or rents, and from repairing or maintaining any assets; and to permit any asset to be lost by tax sale or other proceeding.

K. Distribution in Cash or in Kind. To distribute any shares in cash or in kind, or partly in each, and the Trustee's valuations of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries; to make the election to recognize gain or loss pursuant to Section 643 of the Internal Revenue Code, as amended, with respect to an in kind distribution to a beneficiary.

L. Use of Nominee; Not to Disclose Trust Terms or Existence. To hold any or all of the Trust assets, real or personal, in the Trustee's own name, or in the name of any corporation, partnership or other person as the Trustee's nominee for holding the assets, with or without disclosing the fiduciary relationship, and not to disclose to any person the existence or ownership interest of the trust, and to maintain private, to the greatest extent feasible, the existence and terms of this Trust.

M. Bid in or Take Over Without Foreclosure. To foreclose any mortgage, to bid in the mortgaged property at the foreclosure sale or acquire it from the mortgagor without foreclosure, and to retain it or dispose of it upon any terms deemed advisable.

N. Pay Off Encumbrance. To pay off any encumbrance on any Trust asset and to invest additional amounts to preserve it or to increase its productivity.

O. Vote Stock. To vote stock for any purpose in person or by proxy, to enter into a voting trust, and to participate in corporate activities related to any Trust hereunder, in any capacity permitted by law, including service as an officer or director.

P. Participate in Reorganizations. To unite with other owners of property similar to any held in Trust in carrying out any plan for the consolidation, merger, dissolution, liquidation, foreclosure, lease, sale, incorporation reincorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which any Trust has a financial interest; to be member of any protective committee; to deposit Trust securities in accordance with any plan agreed upon; to pay any assessments, expenses, or other sums deemed expedient for the protection or furtherance of the interests of the beneficiaries hereunder; and to receive and retain as Trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized Trust investments without this provision.

Q. Purchase Property From Estate. To purchase property, real or personal, from the Settlor's or a beneficiary's estate upon such terms and conditions as to price and terms of payment as the Trustee and the respective Personal Representatives shall agree upon, to hold the property so purchased in Trust, although it may not qualify as an authorized Trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable.

R. Employment of Assistants and Agents and Professionals. To any extent reasonably necessary, to employ attorneys at law, accountants, tax specialists, brokers, investment counselors, realtors, managers for businesses, farms, ranches, groves and forests, technical consultants, attorneys-in-fact, agents and any other consultants, to include Physicians to serve as Medical Representatives and Advisors, and such other assistants the Trustee deems advisable for the proper administration of the Trust Estate or the Settlor or any beneficiary hereunder.

S. Manage Realty. To deal with realty in any manner lawful to an owner thereof. This authority includes the right to manage, protect, and improve it, to raze, alter and repair improvements, to sell or contract to sell it in whole or in part, to partition it, to grant options to purchase it, to donate it, to convey it, to acquire it, release, or grant easements or other rights relating to it, to dedicate parks and thoroughfares, to subdivide it, to vacate any subdivision or any part thereof, and re-subdivide it from time to time, to lease it in whole or in part, and to renew, extend, contract for, and grant options in connection with leases. Leases, contracts to sell, mortgages and any contract entered into by the Trustee can be made on any terms and for any period, including a period beyond the duration or termination of any or all Trusts.

T. Carrying Several Trusts as One Estate. To the extent that division of the Trust Estate is directed hereby, to administer the Trust Estate physically undivided until actual division thereof becomes necessary to make distributions; to hold,

manage, invest and account for whole or fractional Trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and to allocate to each whole or fractional Trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a Trust for the beneficiaries thereof at the times specified herein.

U. Carry on Business. With respect to any business that may be or become a part of the Trust Estate, whether organized as a sole proprietorship, partnership or corporation, upon such terms, for such time, and in such manner as the Trustee deems advisable:

1. To hold, retain and continue to operate such business solely at the risk of the Trust Estate and without liability on the Trustee's part for any losses resulting therefrom.
2. To incorporate, dissolve, liquidate or sell such business at such time and upon such terms as the Trustee deems advisable.
3. To borrow money for business purposes and to mortgage, pledge or otherwise encumber the assets of the business or the Trust estate to secure the loan.
4. To exercise with respect to the retention, continuation and disposition of such business all the rights and powers of which the Settlor would have been capable, to include the taking of any election under the Internal Revenue Code, and including all powers as may now or hereafter be conferred upon the Trustee by law or as may be necessary to enable the Trustee to administer the Trust Estate in accordance with the provisions of this Agreement, subject to any limitations thereof that may be provided for herein.

V. Allocation to Principal and Income. All receipts of money or property paid or delivered to the Trustee and all expenses shall be allocated to principal or income in accordance with the laws of the State of Indiana.

W. Statutory Powers. In addition to the powers enumerated hereinabove, I give to the Trustee all powers granted or enumerated by the law of the State of Indiana.

X. Termination of Trust. To terminate any Trust herein created when, in the sole judgment of the Trustee, the corpus of the Trust is or becomes too small in amount to warrant the existence of the Trust, taking into consideration the intended purpose behind the formation of said Trust.

Y. Limitation on Powers. Notwithstanding the foregoing powers, the Trustee shall have no power that would in any way disqualify any portion of any Spousal Trust created hereunder for the marital deduction for federal estate tax purposes under the Internal Revenue Code of 1954, as amended.

Z. Authority to Deal with Tax Authorities. In addition to the powers otherwise enumerated or incorporated by reference in the original trust, the Trustee is hereby granted a power of attorney and general authority to meet with, negotiate with, and act on behalf of the Settlor(s) in respect to any tax matters resulting from any tax years, past or present or future, involving the Settlor(s) and any taxing authority, to include the Internal Revenue Service, the Revenue

or Tax Department of any State, county, city, town, country. This authority shall specifically extend to any and all prior, current and succeeding years.

Z-1. General authority with respect to all other matters, including all powers afforded to the holder of a general power of attorney under Indiana Statutes in force as of the date of this trust, which powers are incorporated herein by reference, to include establishing a trust or trusts on my behalf or on behalf of others, or to transfer property into a trust previously established, to make gifts on my behalf to reduce tax or other liabilities or provide access to medical or other health or personal programs, to disclaim property under the laws of the State of Indiana, and to deal with any and all government or tax authorities, including filing amended or initial tax returns, and negotiating and settlement of tax claims or other government claims.

ARTICLE XIV-A INCONTESTABILITY

The beneficial provisions if this Declaration (and the Last Will and Testament of Settlor) are intended to be in lieu of any other rights, claims, or interest of whatsoever nature whether statutory or otherwise, except bona fide pre-death debts which any beneficiary hereunder may have against or in Trustors estate or the properties in Trust hereunder. Accordingly, if any beneficiary hereunder asserts any claim (except a legally enforceable debt), statutory election, or other right or interest against or in Trustors estate, Trustors will, or any properties of said Will, or directly or indirectly contests, disputes, or calls into questions, before any court, the validity of this instrument or of said Will, or the validity if any provisions of this instrument or of said Will, then;

A. Such beneficiary shall thereby absolutely forfeit any and all beneficial interest of whatsoever kind and nature which such beneficiary might otherwise have under this instrument and the interest of the other beneficiaries hereunder shall thereupon be appropriately and proportionately increased and/or advanced,

B. All of the provisions of this instrument, to the extent that they confer any benefits, powers, or rights whatsoever upon such claiming, electing, or contesting beneficiary, shall thereupon become absolutely void and revoked, and

C. Such claiming, electing, or contest beneficiary, if then acting as a Trustee hereunder, shall automatically cease to be Trustee and shall thereafter be ineligible either to select, remove, or become a Trustee hereunder. The foregoing shall not be construed, however to limit the appearance of any beneficiary as a witness in any proceeding involving this instrument or said Will nor limit any beneficiarys

appearance in any capacity in any proceeding solely for the construction of either of said documents.

ARTICLE XV- DEFINITIONS

Whenever used in this Declaration of Trust unless the context of any passage thereof requires otherwise, the following definitions shall apply:

A. The term "Settlor" refers to the Settlor hereunder.

B. The term "spouse" shall refer to the Spouse of the Settlor, if any, at the time when the Trust becomes irrevocable.

C. The term "Trustee" refers to the single or multiple Trustee, and shall include the term "Co-Trustee" as well as any successor or alternative trustee or their successors.

D. The term "Trust Estate" refers to the property itemized and described in Schedule "A" attached hereto, which the Trustee acknowledges the Settlor has transferred, delivered, assigned and conveyed to the Trustee, together with such other property that hereafter may be transferred, assigned, conveyed, bequeathed or devised to the Trustee by the Settlor or any other person, including the proceeds from any insurance policies which are payable to the Trustee.

E. The term "income" shall mean net income, after the payment of all Trust administration expenses, Trustee's fees, and taxes other than beneficiary income taxes.

F. The term "education" shall be construed to mean not only levels of education in the customary sense, including private tutorials and professional and advanced education, but also spiritual education, musical instruction and physical education, including summer camps for minor beneficiaries.

G. The term "health" shall be construed to include medical, dental, hospital, drug and nursing costs, as well as all expenses of invalidism and costs of medically prescribed equipment and travel.

H. The term "maintenance and support" shall mean the maintenance and support of the income beneficiaries, in accordance with their accustomed manner of living.

I. The term "issue" shall mean descendants by blood and persons conceived but not yet born and legally adopted children.

J. The terms "child" and "children", shall mean descendants by blood of the first degree and persons conceived but not yet born. It is intended that children conceived but not yet born as of the date of death of the Settlor shall share as children under this Agreement. When used in the context of "the children of the Settlor" it includes all of my children in being as of the date that any distribution is to be made hereunder to our children.

K. Legally adopted children shall be deemed to be natural born children of their adoptive parents, and terms of kinship or descent used herein shall be construed accordingly.

L. The use of the masculine in the foregoing paragraphs shall be deemed to include the feminine or neuter, the use of the feminine shall be deemed to include

the masculine or neuter, the use of the neuter shall be deemed to include the masculine or feminine and the singular to include the plural and the plural the singular, where the context would so require.

M. A person, including a Trustee, shall be considered to be under legal disability, incompetent or incapacitated (1) if and as for as long as he is adjudicated incompetent because he is unable to manage his estate or financial matters, or (2) if a two physicians regularly attending the person, at least one of which is board certified in the specialty most closely associated with the alleged incapacity, certify in writing that the person has become physically or mentally incapacitated, regardless of cause and regardless of whether or not there has been any adjudication of incompetence, mental illness, or need for a committee, conservator, guardian, or other personal representative. A person is recovered from his or her incapacity whenever the then-serving Trustee receives written certification from two physicians regularly attending the person, at least one of which is board certified in the specialty most closely associated with the alleged incapacity, that he or she is no longer incapacitated and is again able to manage his or her own personal and financial affairs.

N. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants per stirpes, the distributable assets are to be divided into as many shares as there are, at the time such assets are distributable, then living children of such person and then deceased children of such person who left then living descendants, each then living child receiving one share and the share of each then deceased child being divided among such child's descendants in the same manner.

O. Confidentiality. It is Settlor's desire and intent that the provisions of this Trust Agreement are to remain confidential as to all persons. The Settlor directs that only information concerning benefits then being paid to any particular beneficiary shall be revealed to such individual or his guardian or conservator and that no individual shall have a right to information concerning benefits being paid to any other beneficiary or benefits to be paid to any beneficiary, including himself or herself.

ARTICLE XVI- CONSTRUCTION OF DECLARATION

The headings and subheadings used throughout this Declaration of Trust are for convenience only and have no significance in the interpretation of the body of this Declaration of Trust, and the Settlor directs that they be disregarded in construing the provisions of this Declaration of Trust.

IN WITNESS WHEREOF, I have hereunto signed my name as Settlor and Trustee accepting the responsibilities as Trustee under this Agreement the date noted below.

DATE: 9/15/01

O. Thomas Harris
O. Thomas Harris, Settlor

O. Thomas Harris
O. Thomas Harris, Trustee

P. Douglas Taylor
WITNESS NAME PRINTED
P. Douglas Taylor
WITNESS NAME SIGNED

P.O. Box 41
Zionsville, IN. 46077
ADDRESS

SHARYN L. TAYLOR
WITNESS NAME PRINTED SAME

Sharon L. Taylor
WITNESS NAME SIGNED ADDRESS

This instrument prepared by CAMPBELL & HENDREN, L.L.P., Robert Hendren,
Attorney, 302 North East Street, Indianapolis, Indiana 46202

Assignment of Property and Schedule A to Family Trust

I, O. Thomas Harris hereby assign and transfer, and as Trustee hereby accept, all of my assets and property of any nature, real, personal or intangible, including property hereafter acquired, to the "O. Thomas Harris Living Trust Dated

9/15/01." This assignment and transfer shall include all of the property, tangible and intangible, real and personal, that I currently own, including any rights of visage, privacy rights, causes of action, ideas, inventions, and all other property, and in addition to all of the aforesaid, any such property which I may hereafter acquire and own as of the date of my death; however, this transfer and assignment shall not apply to any tax-deferred annuities, tax-deferred insurance plans, IRA or Keough plans, or other such tax-advantaged retirement plans.

O. Thomas Harris
O. Thomas Harris
DATED: 9/15/01

WITNESSED:

[Signature]
WITNESS

Stacy L. Taylor
WITNESS

STATE OF INDIANA)

COUNTY OF MARION)

) SS:

ROBERT H. HENDREN
Notary Public, State of Indiana
County of Marion
My Commission Expires Jul. 23, 2007

Before me, a Notary Public in and for said County and state personally appeared O. Thomas Harris, who acknowledged the execution of the foregoing Assignment and Schedule A.

Witness my hand and Notarial Seal, this 9/15/01

My Commission Expires: July 23, 2007

Signature: [Signature]

Printed: Robert Hendren

Residing in Marion County, Indiana

This instrument prepared by CAMPBELL & HENDREN, L.L.P., Robert Hendren,
Attorney, 302 North East Street, Indianapolis, Indiana 46202