

LAKE COUNTY ZONING BOARD OF APPEALS

VARIATION APPLICATION

Applicant(s):

Jeffrey Liesendahl Revocable Trust
Owner(s)

Phone:

Jeff Liesendahl

Fax:

N/A

Email:

Address

N/A

Phone:

N/A

Contract purchaser(s) if any

N/A

Fax:

N/A

Email:

N/A

Address

I/we hereby authorize the following person to represent me/us in all matters related to this application

Adam M. Hecht
Name

Phone:
Cell:

Hecht Schondorf, LLC

Fax:
Email:

Address

Subject Property:

Present Zoning:

R1

Present Use:

Household Living

Proposed Use:

Household Living

PIN(s):

01-24-105-007-000

Address:

25612 W. Florence Ave.

Antioch, IL 60002

Legal description:

(X - see deed)

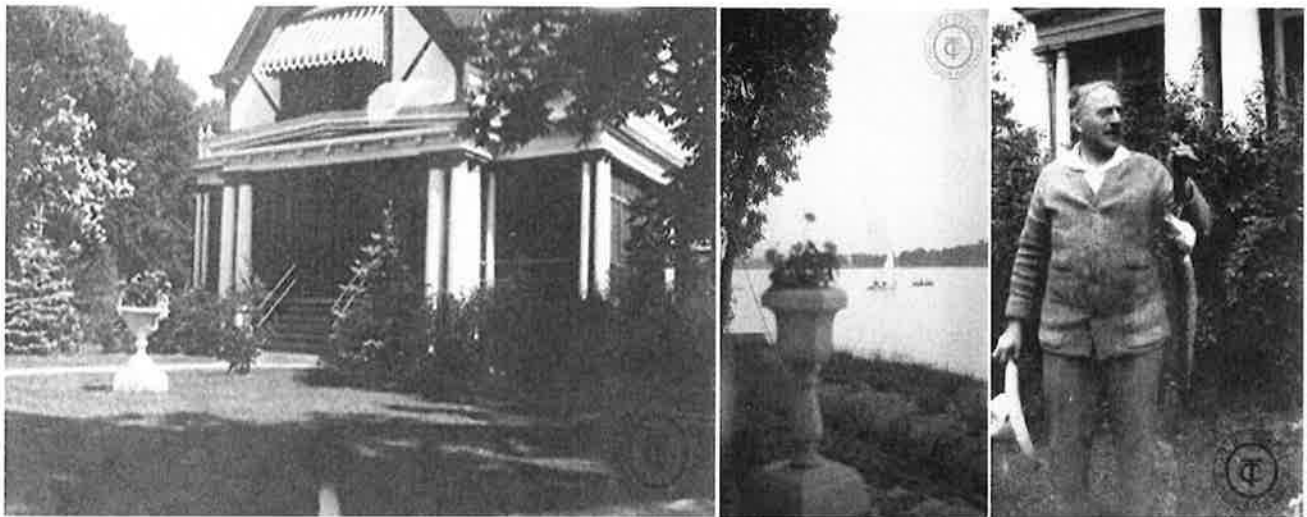
Request:

The following variation(s) are requested:

1. To allow a new accessory structure on a recorded conforming lot in the absence of a principal residence.
2. To allow a second existing accessory structure to remain on a recorded conforming lot in the absence of a principal residence.
3. Reduce the side yard setback from 13 feet to 0 feet to accommodate an existing accessory structure
4. Reduce the front yard setback from 30 feet to 0 feet to accommodate an existing accessory structure.

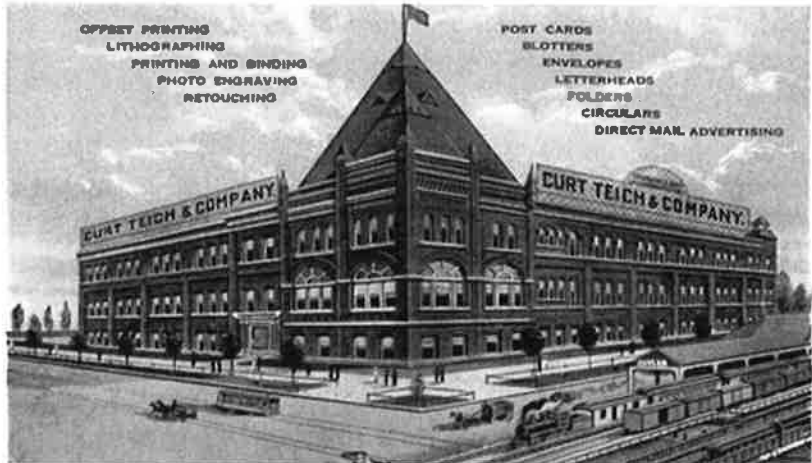
Explain why this variation(s) is necessary:

History of the Estate



The subject lot (25612 W Florence Ave.) and our adjacent primary residence (25615 W. Florence Ave.) were historically part of the Curt Teich farm/vacation estate. The original house and farm buildings on the estate were built in approximately 1904.

Mr. Curt Teich was a world renowned post card printer who had deep roots in Lake County and his farm/vacation home on Lake Bluff in Antioch is a well know historic treasure. (See attached blog post from Diana Dretske, Curator and Lake County historian for the Bess Bower Dunn Museum (formerly Lake County Discovery Museum) "Curt Teich's Antioch Summer Home" dated October 11, 2012).



Curt Teich (1877-1974) was born in Greiz, Thuringia (Germany), and had been a lithographer in Lobenstein, Germany, before immigrating to Chicago in 1895. He was a pioneer of the offset printing process. Mr. Teich founded the Curt Teich & Company in Chicago in 1898. The company printed postcards, view postcards, and advertising cards, and became the world's largest printer of postcards.



As the family's fortunes increased, he purchased the estate as a summer home on Bluff Lake near Antioch. It is believed he owned the estate from the early 1930s until his death in 1974.

After Curt Teich's death in 1974, the Teich family donated the Curt Teich & Company Postcard Archives Collection to the Lake County Discovery Museum along with a substantial endowment to help maintain the collection. This collection of post cards is regarded as the nation's largest public repository of the visual medium (over 2.5 million items). The collection was housed from 1982 to 2016 at the Discovery Museum in Wauconda, Illinois. In 2016, the collection was transferred to the Newberry Library in Chicago to ensure their continued preservation and public availability as the Discovery Museum was moved from its location in Wauconda to the Lake County Forest Preserve General Offices in Libertyville.

Restoration of Curt Teich Vacation Estate



Other than the effects of age and wear and tear for over 100+ years, the Estate has been maintained significantly true to its original design and layout from the time of Curt Teich. However some non-period interior design modifications as well as the closing in of the screened in porches were allowed to happen in the 1970's

To combat the over 100+ years of wear and tear, a significant period appropriate restoration of Main and Coach House were completed in the mid 2000's bringing back most of the former glory and original design of the estate. Additionally, as part of this restoration, a family room and master bedroom addition was added to the Main House. This addition was carefully matched and blended in well with the existing house style.



Under our current ownership we have completed the following restorations:

- Columns, railings and balusters renovated and/or replaced.
- Converted porches closed-in during the 1970's back to original screened-in porches.
- Historic English Garden restored to its original glory.
- Crumbling Ice House renovated and turned in to storage area for boating supplies.

We are currently planning the following restorations:

- Modernization of the original steam heating system while maintaining the period appropriate ornate radiators throughout the house.
- Renovation of the existing Green House built into the Coach House to bring it back into full use and operation.

These renovations are being carefully planned to preserve the historic charm of the estate while maintaining the beauty of the property for now and into the future.

Purchased Lot Location



As part of the restoration of the Estate, the current owners purchase, in October 2019, the lot across the street from the Main House after six years of negotiating. This lot was originally part of the Estate and was sold off in the 1970's. This lot historically contained most of the barns and farm outbuildings on the Estate. This lot currently contains a dairy barn from the original farm.

While the dairy barn is structurally sound and without significant modification from its original construction, the previous owners have not maintained the structure and it is need of renovation to return it to it previous glory.

Goals of Lot Purchase



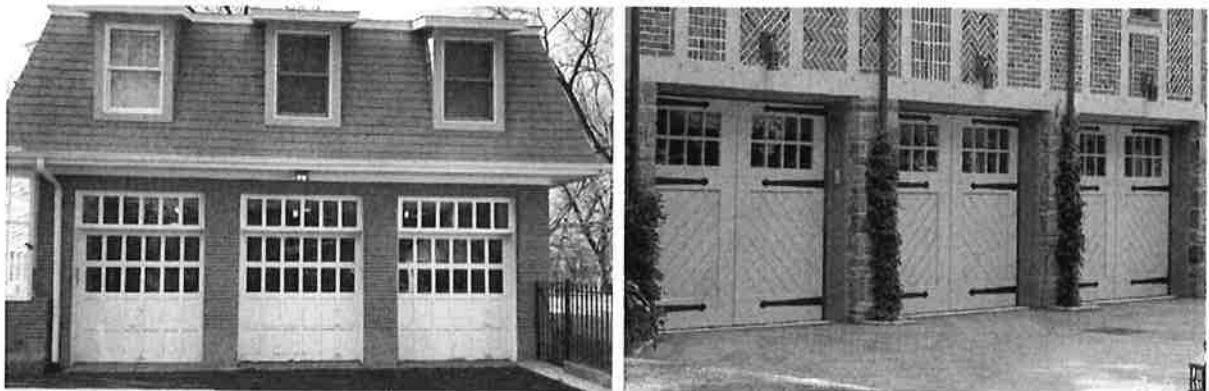
We purchased the lot across the street from our main house for the following reasons:

- Eliminate neighborhood eyesore by refurbishing existing barn which is directly on the street and in front of our house.
- Block the view of the rear of the Sand Bar storage buildings which are another eyesore to the neighborhood.
- **Create garage space to park cars as our existing houses have no garage space that will fit our cars.**
- Allow for gardens, orchards, bee keeping, etc.
- Continue to restore the Curt Teich farm/vacation home property to its former glory.

Why Can't Garage Space Be Created on Existing House Property

The Coach House structure was originally build in 1905 and contained a carriage barn, a greenhouse, a summer kitchen and a coach house residence. The carriage stalls were designed for horse carriages and was previously converted into garage space with the installation of conventional garage doors. However, the resulting garage spaces are too short to park modern cars inside so the current space is use for storage.

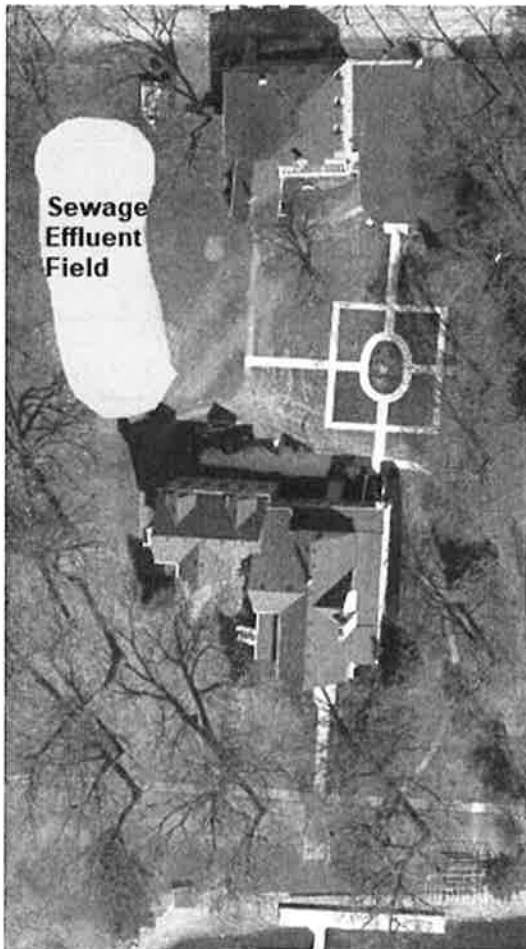
It would be very difficult and would significantly change the historic character of the Coach House to modify the structure to make the carriage stalls longer to allow cars to be parking in the carriage barn. Our current plan is to maintain the current structure and convert the carriage stalls into a recreation & hobby area. We will replace the existing garage doors with more traditional carriage house doors that match the historic building style.



It would also be extremely difficult if not impossible to construct a new garage building at another location on the existing Main House lot.

The effluent leach field from the sewage treatment field of the Main House is buried in the North West corner of the existing lot so a new garage could not be fit in that location.

Additionally, it would be difficult if not impossible to build a new garage in the North East corner of the existing lot as it would not fit with existing setback requirements. If those setback requirements could be waived the historic English Garden would need to be removed to allow the garage to fit and the overall street view and historic character of the Estate would be significantly impaired.



Refurbishment of Existing Barn on Lot

We are seeking a variance to allow the existing dairy barn built in 1905 to remain on the new adjacent lot without a residence being located on that lot. While the existing zoning ordinance does allow a garage building. Allowing the existing barn structure to remain will allow the historic character of the estate to remain in place. The overall structure of the barn is still sound however the prior owners have not maintained the barn and it has become the "eyesore" of the neighborhood. We are planning to rehab the barn to restore it to its historic style and beauty matching the other buildings on the estate.

We have submitted as part of the variance packet, architectural as-built elevation drawings along with the proposed elevation drawings after the proposed barn rehab.

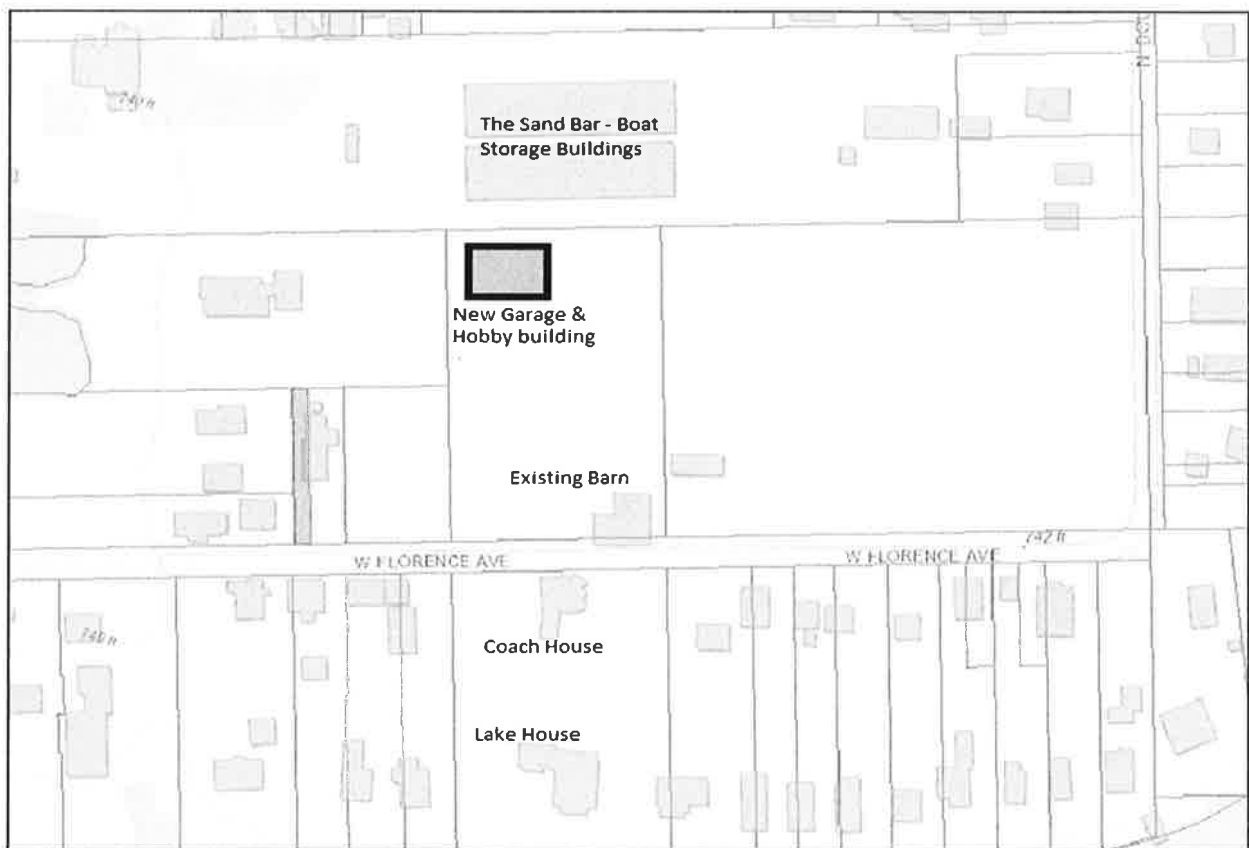
The following items are proposed to be rehabbed on the barn as part of this renovation:

- Reroofing the barns with new architectural asphalt shingles matching the color and style of the other buildings on the estate.
- Repair or replace all windows and doors on existing barn.
- Remove asbestos siding shingles and rehab or replace original board and batten siding.
- Replace or repair existing cupolas and add one new cupola to match the existing style.

New Garage Building

We are seeking a variance to allow a new garage structure to be built on the adjacent lot. This garage structure will allow for interior parking for automobiles from both the Main House and the Coach House as no current garage parking exists.

We have submitted as part of the variance packet architectural elevation drawings of the proposed garage. The garage structure will be 68' wide by 46' deep and will be built with style elements (shingled gables, copulas, etc.) to match the other buildings on the estate. The garage will be located in the North West side of the lot to help shield the neighborhood from the unsightly view of the boat storage buildings at the Sandbar Marina.



Neighborhood Support

The neighbors surrounding the new lot have all been given an overview of the proposed projects and have viewed the proposed elevation drawings. The neighbors have voiced significant support for us to buy the adjacent lot and to save and rehab the existing barn as well as build the new garage structure to hide backside of Sandbar Marina buildings. The neighbors have been very pleased with our efforts to refurbish the Teich Estate and are excited for us to do the same for the adjacent lot. Each of our neighbors has written a letter expressing their support for our projects on the new lot and those letters are attached as part of the variance packet.

Approval Criteria:

The Lake County Zoning Board of Appeals is required to make findings of fact on your request. You should “make your case” by explaining specifically how your proposed request related to each of the following criteria

1. Exceptional conditions peculiar to the applicant’s property.

Response: The applicant’s property contains certain exceptional conditions that are peculiar to his property. First, a well and septic field exists on what is the vast majority of the buildable portion of the lot. The only way to construct a new building would be to demolish one or more of the existing buildings. Given the historic nature of the current structures, this would cause more problems than it would solve. Further, remodeling an existing structure is not practicable. The current garage space was built in 1905 and is not deep enough to accommodate automobiles. It is not possible to remodel that structure without expanding it and, thus, requiring additional variances.

The lot across the street, for which the variations are requested, has the room to accommodate the structures needed for parking automobiles. Further, the applicant proposes to remodel the existing, dilapidated milk barn to its former state so it can be used, eliminating an eyesore that is adjacent to the street in full view of anyone who passes by.

2. Practical difficulties or particular hardship in carrying out the strict letter of the regulation.


Response: As stated above, constructing a garage of the size necessary for modern automobiles is simply not possible on the applicant’s current property. The property for which variations are sought under this applicant is the only spot where these necessities can be constructed. This is a hardship that exists due to the peculiar nature of the property, with a well and septic field in the only open portion of the applicant’s current property and not something created by the applicant. The applicant is not seeking these variations for the sole purpose of turning a profit. He has no plans to sell his home and is only seeking these variations so he can use his home in a way most people would deem essential. The current building configuration has existed for over 100 years, far predating the current zoning ordinance or much of what is required for a modern single-family residential property.

3. Harmony with the general purpose and intent of the zoning regulations.

Response: The zoning ordinance does not exist to force property owners to live in less-than-modern conditions without modern amenities that are absolutely essential. The applicant

proposes only to construct a building that does not exist and is not possible to construct on his current property and to remodel an existing eyesore that, also, predates the current zoning ordinance. The neighbors unanimously support this application as being in the character of the neighborhood and, overall, as being a positive enhancement.

I/we hereby attest that all information given above is true and complete
to the best of my/our knowledge



Signature(s) of owner(s)

Signature(s) of contract purchasers

I, Adam Hecht a Notary Public aforesaid, do hereby
certify that Jeffrey Liesendahl

personally known to me is (are) the person(s) who executed the foregoing
instrument bearing the date of February 25, 2020 and appeared
before me this day in person and acknowledged that he/she/they signed, sealed
and delivered the same instrument for the uses and purposes therein set forth.


Given under my hand and Notarial Seal this 25th day of February,
2020

(Seal)

My C




I/we hereby attest that all information given above is true and complete
to the best of my/our knowledge



Signature(s) of owner(s)

N/A

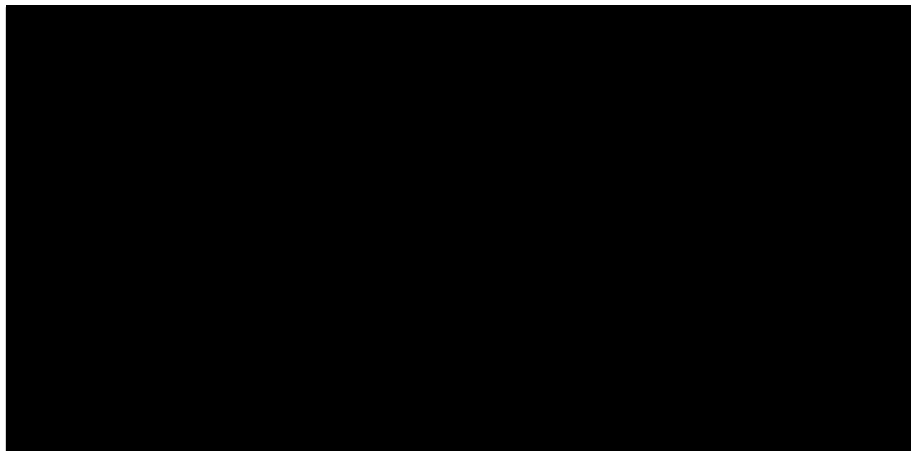
Signature(s) of contract purchasers

I, Jelena Vulovic a Notary Public aforesaid, do hereby
certify that Pamela Joy Liesendahl

personally known to me is (are) the person(s) who executed the foregoing
instrument bearing the date of Feb. 27, 2020 and appeared
before me this day in person and acknowledged that he/she/they signed, sealed
and delivered the same instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of Feb,
2020

(Seal)



CHICAGOLAND SURVEY COMPANY INC.

6501 W. 87TH STREET CHICAGO, ILLINOIS 60631 (773) 371-4447
CHICAGOLANDSURVEY@GMAIL.COM

ALT/NSPS LAND TITLE SURVEY

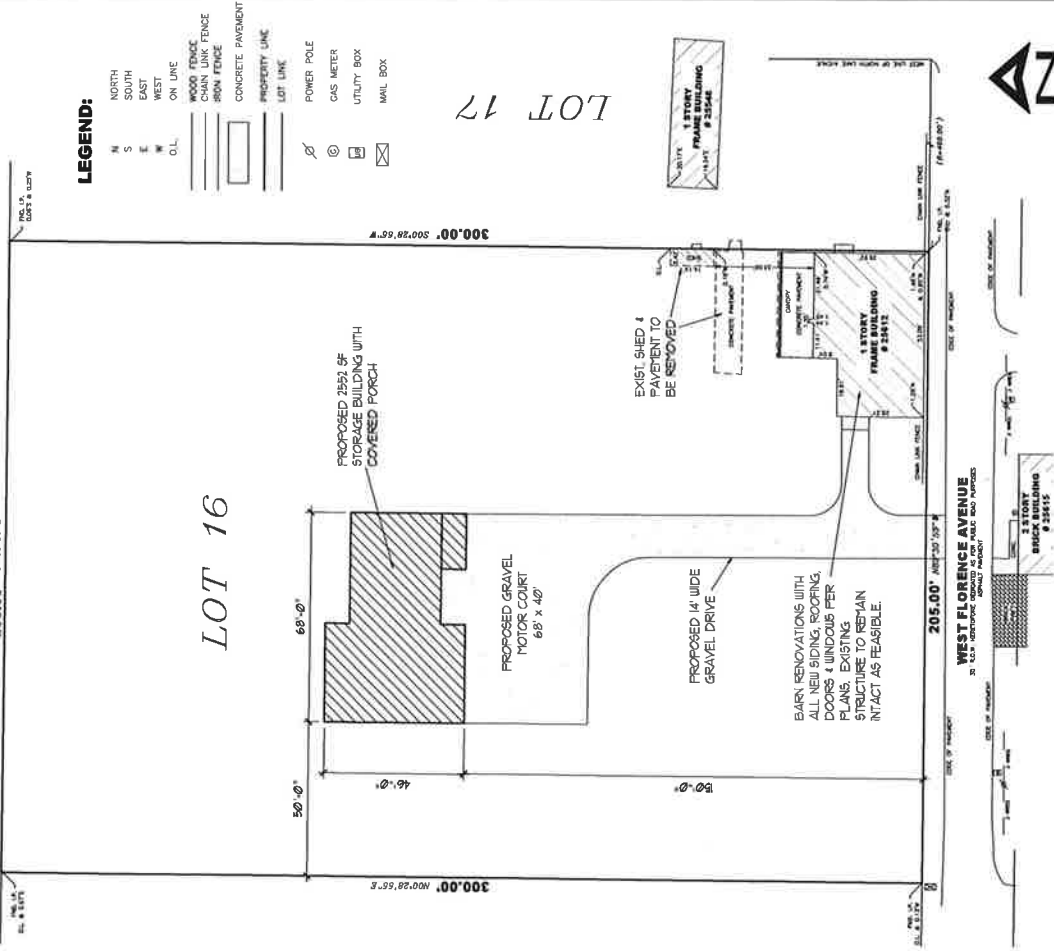
LOT 16 IN AYLING'S BLUFF PARK SUBDIVISION, BEING A SUBDIVISION OFFART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 44N, RANGE 12E, MERIDIAN 10W, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1916 AS DOCUMENT 167552, IN BOOK "J" OF PLATS, PAGE 76, IN LAKE COUNTY, ILLINOIS.

PROPERTY KNOWN AS: 25512 WEST FLORENCE AVENUE, ANTIOCH, ILLINOIS

P.L.N. 01-24-105-007/0000

205.00' ± 32°30' 53" E


PROPERTY AREA= 61,500 SQ. FT. OR 1.4116 ACRES



SITE DEVELOPMENT PLAN

SCALE: 1" = 30'-0"

NOTE:
PLAT OF SURVEY INFORMATION ALREADY SUBMITTED HAS BEEN PROVIDED IN L-140 HEREIN BY CHICAGOLAND SURVEY COMPANY INC. CHICAGO, IL. PROJECT NO. 10-14-19. DATE OF 0-5-19. SITE DEVELOPMENT INFORMATION HAS BEEN ADDED TO PLAT OF SURVEY BY MCCORMACK + EITEN / ARCHITECTS, LLP

 <p>McCormack + Eiten / Architects, LLP 400 Broad Street Lake Geneva, WI 53147 Ph: (262) 248-8380 contact@mccormackeiten.com www.mccormackeiten.com</p>	<p>SITE DEVELOPMENT PLAN FOR 25512 W. FLORENCE AVE TOWN OF ANTIOCH, LAKE COUNTY ANTIOCH, IL</p>	<p>DATE 10-14-19</p>	<p>SHEET 5-1</p>
	<p>CORRECTIONS: NONE</p>		

© McCormack + Eiten / Architects, LLP

**Zoning Board of Appeals
Lake County
500 W Winchester Road
Libertyville, IL 60048**

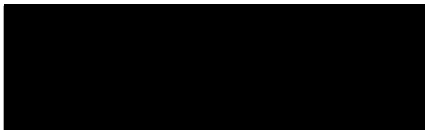
Dear Sirs,

My name is Bill Lichter and I live at 25581 W Florence Ave in Antioch. My house is across the street from the lot that the Liesendahl's are buying at 25612 W. Florence Ave

I understand that the Liesendahl's are fixing up the existing barn and building a new garage and workshop. Jeff Liesendahl has shown me the drawings for the proposed construction and reviewed them with me.

I would like to express that I have no issues with my neighbor completing this construction. I grew up playing in the barn and I am excited that it is being preserved as I would not want it torn down so that the garage can be built. I support both the new garage and the rehabbing of the existing barn.

Sincerely,

A solid black rectangular box used to redact the signature of the sender.

Mr. James Lichter
Trustee
Freida Lichter Living Trust Dated June 15, 2000
856 N Merrill St
Park Ridge, IL 60068

September 10, 2019

Zoning Board of Appeals
Lake County
500 W Winchester Road
Libertyville, IL 60048

To Whom It May Concern,

I am the Trustee for the trust that owns the lot at 25546 W Florence Ave Antioch, IL. This is the lot directly east of the lot that Jeff & Pam Liesendahl are buying.

I understand that the Liesendahl's are planning to fix up the existing barn and to also construct a garage/workshop on their lot. Mr. Liesendahl has forwarded me the drawings for the proposed work. I would like the Board to know that the Trust supports the work the Liesendahl's are planning and would support the Board of Appeals granting any required variance so this work can be completed.

Please let me know if you have any questions or need any further information

Sincerely,



James Lichter
Trustee

*Zoning Board of Appeals
Lake County
500 W Winchester Road
Libertyville, IL 60048*

Dear Mr. Chairman,

My wife, Cheryl and I own the lot at 25638 W Florence Ave Antioch, IL. Our lot is directly to the west of Pam and Jeff Liesendahl's lot.

We understand that the Liesendahl's want to build a new garage on their lot while also fixing up the barn on the lot. Mr. Liesendahl has shown us the drawings for the work that will be done.

We would like to express our support for both building the garage and rehabbing the existing barn. The existing barn is dilapidated so we are excited that it is being rehabbed. The new garage is attractive and we have no issue with it.

Sincerely,


Bill Burgoyne

Allen & Nancy Goralski
The Sandbar Bar & Grill
40880 N Douglas Ave.
Antioch, IL 60002

September 11, 2019

George Bell, Jr
Chairman
Zoning Board of Appeals
Lake County
500 W Winchester Road
Libertyville, IL 60048

Dear Mr. Bell

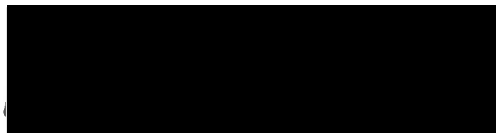
We are the proprietors of the Sandbar Bar & Grill located at 40880 N Douglas Ave. Antioch, IL 60002. Our property is directly north of the lot that Pam & Jeff Liesendahl own at 25612 W. Florence Ave.

Mr. Liesendahl has shown us the drawings to build a new garage/workshop and rehab the existing barn on their lot and has review the project with us

We have no problems with the proposed construction that Mr. Liesendahl is proposing on their property adjoining ours.

Please let me know if you have any further information.

Sincerely

A solid black rectangular box used to redact the signature of the sender.

Mr. Renfield Jachimowski
25713 W Florence Ave.
Antioch, IL 60002

September 9, 2019

George Bell, Jr
Chairman
Zoning Board of Appeals
Lake County
500 W Winchester Road
Libertyville, IL 60048

Dear Mr. Bell

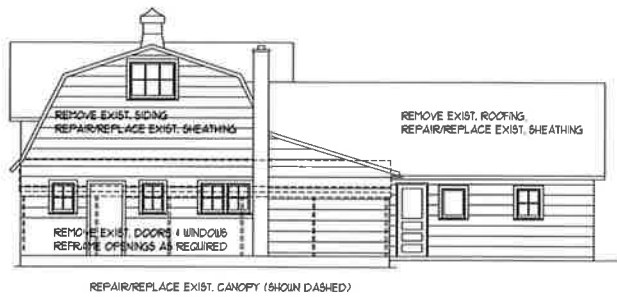
My name is Renfield Jachimowski and my wife and I are longtime residents of Florence Ave in Antioch. We are neighbors of Jeff & Pam Liesendahl and have discussed and been shown the drawings to build a new garage/workshop and rehab the existing barn on the lot they are purchasing at 25612 W. Florence Ave.

We would like to express our support for both building the garage and rehabbing the existing barn. The existing barn is quite an eyesore in the neighborhood and while we don't want it torn down we are excited that it is being rehabbed. The new garage is attractive and will help hide the view of the back of the Sandbar storage building.

The Liesendahl's have done a wonderful job fixing up their existing house and we are excited to see how they will fix up their new lot and continue to help improve the neighborhood.

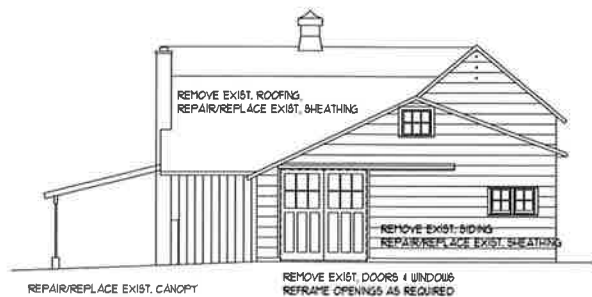
Sincerely





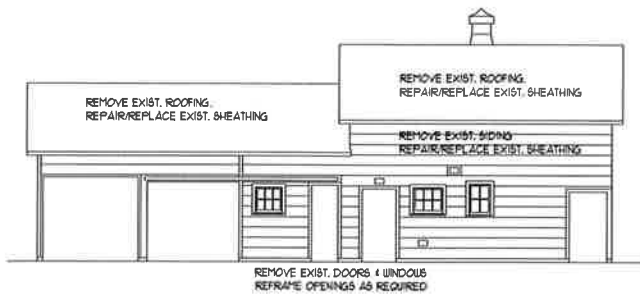
NORTH ELEVATION (REAR)

SCALE: 1/8" = 1'-0"



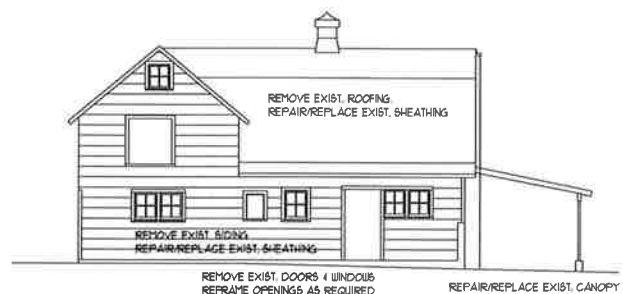
WEST ELEVATION (LEFT)

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION (FACING STREET)

SCALE: 1/8" = 1'-0"

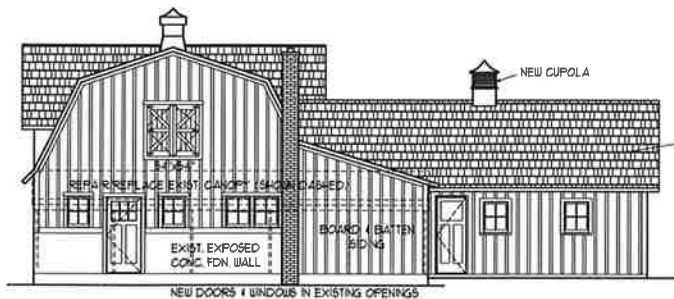


EAST ELEVATION (RIGHT)

SCALE: 1/8" = 1'-0"

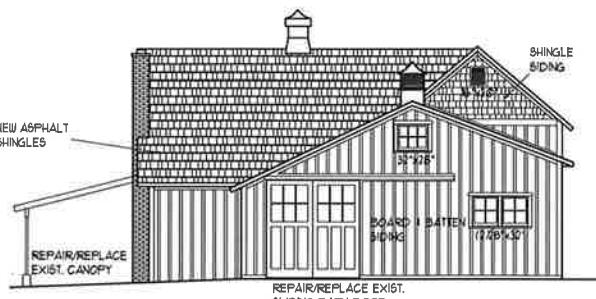
AS BUILT ELEVATIONS w DEMO NOTES

PRELIMINARY	DATE	8-30-19	SHEET	AB-1
	PROJECT NO.	1930	OF	2
CONCEPTUAL DESIGN DRAWINGS FOR THE LIESENDAHL BARN RESTORATION 2555 MULLEN LORANCE AVE ANTIOCH, IL 60009				
COMMENTS: NONE				
McCormack + Eiten / Architects, LLP 1400 N. Lincoln Ave., Suite 200 Antioch, IL 60009 Tel: (815) 248-4800 Fax: (815) 248-4802 www.mccormackeiten.com contact@mccormackeiten.com				
© McCormack + Eiten / Architects, LLP				



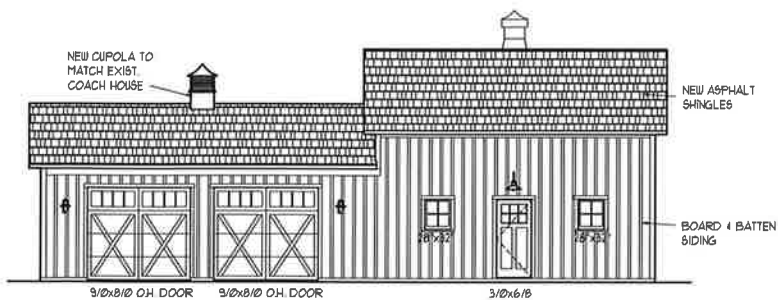
NORTH ELEVATION (REAR)

SCALE: 1/8" = 1'-0"



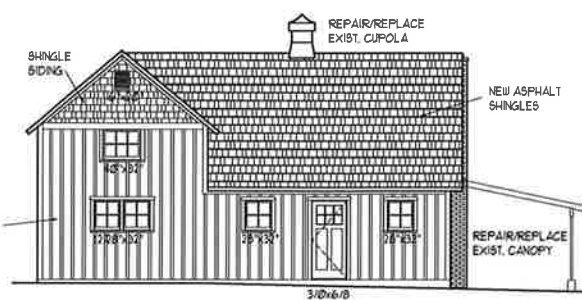
WEST ELEVATION (LEFT)

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION (FACING STREET)

SCALE: 1/8" = 1'-0"



EAST ELEVATION (RIGHT)

SCALE: 1/8" = 1'-0"

PROPOSED ELEVATIONS

PRELIMINARY	SHEET	DATE	PROJECT NO.	COMMENTS
	A-1			
CONCEPTUAL DESIGN DRAWINGS FOR THE LIESENDAHL BARN RESTORATION 7245 W. FLORENCE AVE ANTIOCH, IL				
McCormack + Eiten / Architects, LLP 400 Broad Street Lake Geneva, WI 53147 PH: (262) 246-4302 FAX: (262) 246-4304 www.mccormackeiten.com contact@mccormackeiten.com				
© McCormack + Eiten / Architects, LLP				



TRUSTEES' DEED IN TRUST

The Grantor,

196SA277002 LP-BM
JAMES A. LICHTER, not individually, but solely as
Trustee of the QUALIFIED PERPETUAL TRUST
UNDER THE FRIEDA LICHTER LIVING TRUST
DATED JUNE 15, 2000

for good and valuable consideration in hand paid,

CONVEYS and WARRANTS unto the Grantee,

JEFFREY LIESENDAHL, not individually, but
solely as Trustee of the JEFFREY LIESENDAHL
REVOCABLE TRUST DATED DECEMBER 17,
2012,

Grantee's Address: 25615 West Florence Avenue
Antioch, Illinois 60002

Image# 058725330003 Type: DTT
Recorded: 10/25/2019 at 12:21:38 PM
Receipt#: 2019-00056641
Page 1 of 3
Fees: \$221.25
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File **7603751**

REAL ESTATE TRANSFER TAX



County: \$53.75
Illinois: \$107.50
Total: \$161.25

Stamp No: 0-325-762-656
Declaration ID: 20191004920318
Instrument No: 7603751
Date: 25-Oct-2019

(hereinafter referred to as "said trustee", regardless of the number of trustees) and unto all and every successor in trust under said trust agreement, the following described real estate in the County of Lake, State of Illinois:

LOT 16 IN AYLING'S BLUFF PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1916 AS DOCUMENT 167552, IN BOOK "J" OF PLATS, PAGE 78, IN LAKE COUNTY, ILLINOIS.

P.I.N.: 01-24-105-007-0000

Commonly known as: 25612 West Florence Avenue, Antioch, Illinois 60002

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof: to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement

37
(3)


appurtenant to said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trusts created by this Indenture and by said trust agreements were in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreements or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the said grantor hereby expressly waives and releases any and all rights or benefits under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, as Trustee aforesaid, has hereunto set his hand and seal this 21 day of OCTOBER, 2019.



TRUSTEE

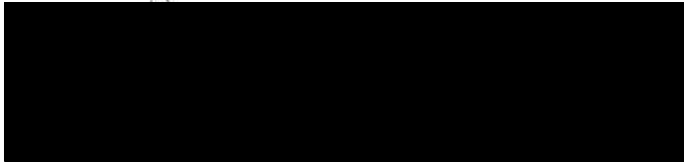
(seal)

James A. Lichter, as Trustee

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James A. Lichter, as Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 21 day of October, 2019.

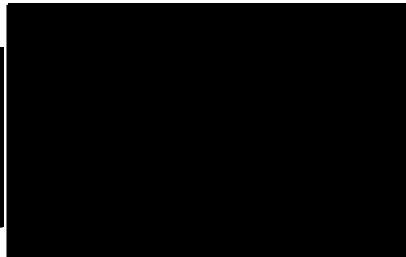
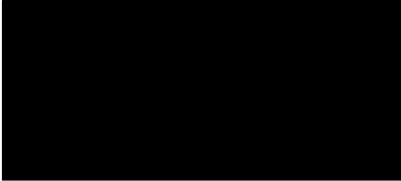


Future Taxes to Grantee's Address

After Recording, Mail to:

Jeffrey Liesendahl, Trustee

Adam M. Hecht, Esq.
Hecht, Schondorf LLC



This Instrument was prepared by: Howard D. Lerman & Associates, Ltd.
Whose Address is:



TRUST AGREEMENT ESTABLISHING
JEFFREY T. LIESENDAHL REVOCABLE TRUST
JEFFREY T. LIESENDAHL, GRANTOR

THIS AGREEMENT, made this 17 day of December, 2012, by and between JEFFREY T. LIESENDAHL, of Batavia, Illinois, as Grantor (hereinafter referred to as the "Grantor"), and JEFFREY T. LIESENDAHL, of Batavia, Illinois, and PAMELA J. LIESENDAHL, of Batavia, Illinois, as Co-Trustees (hereinafter referred to as the "Trustees");

WITNESSETH:

WHEREAS, the Grantor intends to create a trust to be known as the "Jeffrey T. Liesendahl Revocable Trust" (hereinafter sometimes referred to as the "trust") for the primary benefit of the Grantor during his lifetime and, upon his death, for the benefit of the Grantor's wife, and certain other beneficiaries, and to make a gift and settlement of Ten Dollars (\$10.00) to the trust; and

WHEREAS, the Grantor is married to PAMELA J. LIESENDAHL (hereinafter referred to as the "Grantor's wife"), and has four (4) children now living, namely: KELLY E. LIESENDAHL, born April 21, 1995; MATTHEW J. LIESENDAHL, born June 5, 1996; RACHEL C. LIESENDAHL, born November 9, 1998; and JACOB R. LIESENDAHL, born May 3, 2002. Any reference herein to Grantor's children shall also include any children hereafter born to or adopted by Grantor.

NOW, THEREFORE, by execution of this Agreement, the Grantor hereby delivers the gift described above to the Trustee and the Trustee hereby agrees to hold, administer and distribute the trust estate of the trust in accordance with the provisions of this Agreement.

ARTICLE I

Rights of the Grantor

1.1 Right to Revoke, Alter and Amend. During the lifetime of the Grantor, the trust shall be revocable by the Grantor and the Grantor shall have the right and power, from time to time and at any time, by an instrument in writing signed by the Grantor and delivered to the Trustee to:

- (a) modify, alter and amend this Agreement;
- (b) revoke this Agreement and terminate the trust created pursuant to the provisions hereof, in whole or in part, and immediately upon such revocation and termination, the Trustee shall redeliver to the Grantor the entire trust estate or the portion thereof to which such revocation relates;
- (c) add property of any nature to the trust estate of the trust, to be held, administered and distributed as a part thereof;
- (d) direct the Trustee to (i) deliver to the Grantor property of any nature from the trust estate of the trust, without obligation to redeliver such property or its equivalent to the Trustee, or (ii) lend any such property to the Grantor, directly or indirectly, with or without interest or security, or (iii) guarantee any obligation, either of the Grantor or any other person, with or without security or consideration therefor;
- (e) remove any Trustee or Co-Trustee; and
- (f) appoint any person or persons as an additional Co-Trustee or Co-Trustees, which shall be effective upon the written acceptance of such appointment.

1.2 Right to Net Income and Principal. The Trustee is hereby authorized to distribute to or for the benefit of the Grantor all or as much of the net income or principal, or both, of the trust as the Trustee deems to be in the Grantor's best interests; provided, however, that the Grantor shall have the right, at any time and from time to time, to withdraw any portion or all of the trust estate of the trust.

1.3 Release of Rights. Any or all of the rights and powers retained by the Grantor pursuant to this Article I may be completely and irrevocably released at any time and from time to time by the Grantor by an instrument in writing signed by the Grantor and delivered to the Trustee; after the execution of such an instrument, the trust shall be irrevocable to the extent specified in the release, and neither the Grantor nor any other person shall, to the extent the release so provides, then have any right to alter, amend, modify or revoke the trust.

ARTICLE II

Successor Trustees

2.1 Appointment of Successor Trustees. Unless otherwise provided herein, the Trustee, or Co-Trustees acting unanimously, of each separate trust shall, while serving as Trustee, have the power to designate successor Trustees with respect to such separate trust or any successor trust. In the event that any vacancy in the trusteeship or co-trusteeship of a separate trust shall not be filled pursuant to the exercise of the above power to designate successor Trustees, then the following, shall be successor Trustees:

- (a) the survivor of the Grantor and the Grantor's wife, acting alone as sole Trustee;
- (b) the Grantor's sister-in-law, VICTORIA SPERANSKE (hereinafter referred to as "Victoria"), of Desert Hills, Arizona, and SAVANT INVESTMENT GROUP (hereinafter referred to as "Savant Investment Group"), together as Co-Trustees;
- (c) Savant acting alone as sole successor Trustee.

2.2 Descendant as Sole Trustee of Descendant Trust. Notwithstanding the foregoing provisions of this Article II, if a Descendant Trust is directed to be created hereunder of which a descendant of the Grantor shall be the sole beneficiary, then, within a reasonable period of time after before or after the

date on which such trust is directed to be created and the descendant of Grantor has attained thirty (30) years of age, such trust is directed to be created, the then acting or designated Trustee of such Descendant Trust shall give said descendant written notice that said descendant has the right to become the sole Trustee of such Descendant Trust. Said descendant shall have the right to accept the appointment as sole Trustee of such Descendant Trust at any time after receipt of such notice and shall commence to act as sole Trustee of such Descendant Trust upon (i) acceptance in writing of such appointment delivered either to the designated Trustee of such Descendant Trust, if acceptance is delivered before there is an acting Trustee of such trust, or to the then acting Trustee of such Descendant Trust, if acceptance is delivered after there is an acting Trustee of such trust (the designated or acting Trustee to whom acceptance is delivered after there is an acting Trustee of such trust (the designated or acting Trustee to whom acceptance is delivered is hereinafter referred to in this Section as the "Acting Trustee"), and (ii) the execution of such documents as the Acting Trustee shall deem necessary and appropriate. Upon receipt by the Acting Trustee of said descendant's written acceptance and such other documents as the Acting Trustee shall deem necessary and appropriate, the Acting Trustee shall either decline to act or immediately cease to act as Trustee of such Descendant Trust and shall take all acts and execute all documents necessary to reflect the appointment of said descendant as sole Trustee.

ARTICLE III

Marital Distribution

3.1 Creation of Marital Trust. Except as otherwise permitted in Section 3.4 of this Article III, on the date of death of the Grantor, if the Grantor's wife shall survive him, the Trustee shall create from the trust estate of the trust, including therein any property distributable to the trust pursuant to the provisions of the Grantor's Will, a new separate trust, which shall be designated the "Marital Trust," of which the

Grantor's wife shall be the sole beneficiary, and which shall be held, administered and distributed as hereinafter provided in this Article III.

3.2 Amount of Allocation to Marital Trust. The allocation herein to the Marital Trust shall be a fraction (the "Marital Fraction") of the "eligible trust property" (as defined in this Section), of which (i) the numerator is the smallest amount of the value of eligible trust property which, if allowed as an estate tax marital deduction, will result in the least possible combined federal estate tax and state death taxes being payable by reason of the Grantor's death, and (ii) the denominator is the value of the eligible trust property. In determining the amount of the numerator, the Trustee shall assume that none of the assets to be allocated to the Residuary Trust created pursuant to Article IV hereof qualify for the federal estate tax marital deduction. The allocation hereunder to a Marital Trust also shall be entitled to receive the Marital Fraction of (i) the income earned by the eligible trust property from the date of the Grantor's death to the date of distribution to a Marital Trust and (ii) the gain or profit realized from the sale of eligible trust property or reinvestments thereof from the Grantor's date of death to the date of sale of such eligible trust property or reinvestments thereof. For purposes of this Section, (a) the term "eligible trust property" shall be such portion of the trust estate of the trust as of the Grantor's date of death which could qualify for the federal estate tax marital deduction if such portion were distributed outright to the Grantor's wife, (b) the value of eligible trust property shall be its value as finally determined for federal estate tax purposes, (c) the Trustee shall assume that all specific bequests made under the Grantor's Will or specific distributions directed hereunder have been made or satisfied in full, and (d) "state death taxes" shall mean any estate, inheritance, legacy or succession taxes actually paid to any State or the District of Columbia.

3.3 Disclaimer by Grantor's Wife. If the Grantor's wife shall survive the Grantor but shall disclaim any portion of the trust estate allocable to the Marital Trust pursuant to Section 3.2 of this Article III (hereinafter referred to as the "Disclaimed Portion"), the Disclaimed Portion shall be added to the Residuary Trust and shall be held, administered and distributed by the Trustee pursuant to the provisions of Article IV hereof; provided, however, that the Grantor's wife shall not have any power of appointment over the Disclaimed Portion that will pass to the Residuary Trust as a result of a disclaimer by the Grantor's wife.

3.4 Division of Marital Trust for Generation-Skipping Tax Purposes. The Trustee is authorized, in his or her sole discretion, to divide the fractional share allocated to the Marital Trust pursuant to Section 3.2 hereof, as of the date of the Grantor's death, into two (2) separate shares in order to utilize to the greatest extent possible the Grantor's unused generation-skipping tax exemption. One of such shares shall be retained in trust as a new separate trust which shall be designated the "Exempt Marital Trust" and shall consist of the amount of the Grantor's unused generation-skipping tax exemption. The other of such shares shall be retained in trust as a new separate trust which shall be designated the "Non-Exempt Marital Trust" and shall consist of the balance of the amount allocated under Section 3.2 hereof to the Marital Trust. The Grantor's wife shall be the sole beneficiary of both such trusts which shall be held, administered and distributed as hereinafter provided in this Article III. Each of the Exempt Marital Trust and Non-Exempt Marital Trust shall be referred to herein as a "Marital Trust".

3.5 Distribution of Assets to a Marital Trust. The value of the fractional share of the trust estate of the trust allocated to each Marital Trust shall be ascertained on the basis of values as finally determined for federal estate tax purposes and, as so determined, shall remain constant. In applying the Marital Fraction, the Trustee is hereby authorized to select and distribute to each Marital Trust cash,

securities and other assets in such proportions and amounts as the Trustee shall determine in his sole discretion; provided, however, that only assets which would qualify for the federal estate tax marital deduction, or the proceeds of such assets, shall be distributed to a Marital Trust. Any property distributed in kind to a Marital Trust shall be valued for that purpose at its value as finally determined for federal estate tax purposes (or, if such property was acquired after the Grantor's death, at its income tax basis to the Grantor's estate or the trust). Such distribution shall be made between each Marital Trust and the other dispositions provided for herein fairly and equitably, either pro rata or non-pro rata, but only if the cash, securities and other assets distributed to each Marital Trust shall have an aggregate fair market value fairly representative of appreciation or depreciation in value to the date, or dates, of distribution of all property available for distribution, but in no event shall such distribution be made in a manner which shall reduce the marital deduction for federal estate tax purposes.

3.6 Simultaneous Death. If the Grantor and the Grantor's wife shall die under such circumstances that there shall be insufficient evidence that they died otherwise than simultaneously, the Grantor shall be deemed to have survived the Grantor's wife for purposes of this Article III.

3.7 Income. The Trustee shall distribute, not less frequently than quarterly, all of the net income of a Marital Trust to the Grantor's wife.

3.8 Principal. The Trustee is hereby authorized to distribute to the Grantor's wife all or as much of the principal of a Marital Trust as the Trustee deems to be necessary for the support of the Grantor's wife; provided, however, that the Trustee shall make no distributions of principal to the Grantor's wife from the Exempt Marital Trust until all other income and resources available to the Grantor's wife, including assets of the Non-Exempt Marital Trust, have been taken into consideration by the Trustee.

3.9 Testamentary Limited Power of Appointment. The Grantor's wife may, upon her death, appoint all or any part of the trust estate of a Marital Trust to or for the benefit of any one or more of the Grantor's descendants.

3.10 Productivity of Income. If the trust assets of a Marital Trust consist of substantially unproductive property the Grantor's wife may, by a written instrument signed by her and delivered to the Trustee, require the Trustee either to convert such property into income producing property within a reasonable period of time or to make such property productive.

3.11 Distribution Upon Death. Upon the death of the Grantor's wife, except to the extent waived by the Grantor's wife, the Trustee is hereby directed (a) to first pay, or to reimburse the estate of the Grantor's wife for, the "death taxes", as defined below, out of the then remaining trust estate of the Non-Exempt Marital Trust, or (b) to the extent that the trust estate of the Non-Exempt Marital Trust shall not be sufficient to satisfy said death taxes, then to pay, or to reimburse the estate of the Grantor's wife for, said death taxes out of the then remaining trust estate of the Exempt Marital Trust. After the payment or reimbursement of said death taxes, the Trustee shall allocate the then remaining trust estate of each Marital Trust in separate shares per stirpes among the then living descendants of the Grantor; but if no descendant of the Grantor shall then be living, then one-half (½) among the heirs-at-law of the Grantor and one-half (½) among the heirs-at-law of the Grantor's wife. Each such share so allocated to a descendant of the Grantor shall be retained in trust by the trustee as a separate trust of which the descendant for whom such share shall have been allocated shall be the beneficiary, and each such trust shall be referred to herein as a "Descendant Trust". The Trustee shall designate a name for each such trust and shall hold, administer and distribute such trust pursuant to the provisions of Article V hereof. As used above, "death taxes" shall mean the amount by which the total federal and State estate,

inheritance, transfer and succession taxes, including any interest and penalties thereon, payable by reason of the death of the Grantor's wife exceeds the total of such taxes, interest and penalties which would have been payable if the value of the property in the Exempt marital Trust and Non-Exempt Marital Trust had not been included in her gross estate.

ARTICLE IV

Personal Effects and Residuary Trust

4.1 Memorandum Regarding Personal Effects. Grantor may leave a written memorandum which disposes of certain items of personal effects described in Section 4.2 of this Article IV (hereinafter referred to as the "Memorandum"). In the event that more than one Memorandum is found, then the Memorandum with the most current date shall be controlling. The Memorandum shall be determinative with respect to all dispositions made therein only if the Memorandum is signed by Grantor, is dated and describes the items and beneficiaries therein with reasonable certainty.

4.2 Personal Effects. Grantor gives and bequeaths any and all of Grantor's automobiles, household furnishings, books, pictures, works of fine art of any medium, jewelry, watches, wearing apparel and all other articles of household or personal use or ornament which Grantor owns at the date of her death, and not already distributed pursuant to a Memorandum described in Section 4.1 of this Article IV, together with all property and casualty insurance policies which are in force at the date of Grantor's death with respect to any of such property, to Grantor's wife, if she shall survive Grantor; but if she shall fail to survive Grantor, then to such of Grantor's children who shall survive Grantor, to be divided among them by the Trustee in shares of substantially equal value, having due regard for their personal

preferences, without adjustment in the event any said child shall receive under this Article IV property of greater value than another child.

4.3 Debts and Taxes. Upon the death of the Grantor, to the extent that the assets of the Grantor's probate estate (other than tangible personal property, property or sums specifically bequeathed or devised or property which in the sole judgment of the Trustee does not have a readily realizable market value) are insufficient, the Trustee (a) is authorized to pay the expenses of the Grantor's last illness, the Grantor's debts (except those secured by mortgage, lien or other encumbrance and not due and payable at the date of the Grantor's death, unless otherwise provided herein or in the Grantor's Will), funeral expenses, legally enforceable claims against the Grantor or the Grantor's estate, reasonable expenses of administration of the Grantor's estate, including ancillary administration, and any allowances by court order for those dependent upon the Grantor, (collectively referred to herein as "Debts") and (b) shall (i) pay from the trust estate of the trust, (ii) make deposits therefrom to secure such payments, (iii) otherwise provide for the payment of or (iv) be satisfied that provision has been made for the payment of (1) all income taxes (including interest and penalties thereon) due on income reportable or reported by the Grantor in any period ending with the date of the Grantor's death and (2) any death taxes which the Grantor's Will directs be paid from the residue of the Grantor's probate estate without apportionment; provided that, except as otherwise provided in the Grantor's Will, the payment of such death taxes shall be made without reimbursement from any beneficiary of insurance upon the Grantor's life or any other recipient or holder of property against whom the Executor of the Grantor's probate estate would have a right of recovery. In addition, unless the Grantor's Will directs otherwise, the Trustee shall (i) pay from the trust estate of the trust, (ii) make deposits therefrom to secure such payments, (iii) otherwise provide for the payment of or (iv) be satisfied that provision has been made for the payment of all death taxes attributable to the inclusion of the trust estate of the trust in the Grantor's

estate for federal estate tax purposes. Except as otherwise provided herein or in the Grantor's Will, the following shall apply to all such payments of Debts and death taxes from the trust estate of the trust:

- (a) Such payments shall be charged against the principal of the trust estate other than (i) a Marital Trust or any portion thereof for which a marital deduction is elected for federal estate tax purposes, (ii) any other allocation or distribution hereunder for which a marital deduction or charitable deduction is elected for federal estate tax purposes or (iii) any other pre-residuary specific allocation or distribution hereunder.
- (b) The Trustee may make such payments directly or may pay over the amounts thereof to the Executor of the Grantor's probate estate.
- (c) Written statements by the Executor of the Grantor's probate estate of the sums to be paid hereunder shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of any such payments if the trustee shall make such payments to the Executor of the Grantor's probate estate.
- (d) Proceeds of insurance on the Grantor's life shall not be used by the Trustee to make such payments except to the extent that the trust estate is insufficient, and in no event shall any asset not includible in the Grantor's gross estate as finally determined for federal estate tax purposes be used to make such payments; provided, however, that this sentence shall not limit the power of the Trustee to purchase assets from or loan money to the Grantor's probate estate.

As used in this Section, "death taxes" shall mean all estate, inheritance, succession, or transfer taxes and any income or similar taxes on appreciation (including interest, penalties, and any excise or supplemental taxes) assessed or imposed by the laws of any domestic or foreign taxing authority at the time of or by reason of the Grantor's death and shall include any generation-skipping tax except to the extent that such tax resulted from (i) a direct skip which is caused by a disclaimer or (ii) a trust of which the Grantor is not the grantor or over which the Grantor did not exercise a power of appointment.

4.4 Distribution of Residuary Amount. Upon the death of the Grantor, all of the trust estate of the trust which shall not be allocated to a Marital Trust pursuant to Article III hereof or used for payment of debts and taxes described in Section 4.3 of this Article IV (the "Residuary Amount") shall be allocated

to a separate trust, designated as the "Residuary Trust," of which the Grantor's wife and all of the Grantor's then living children who shall not have attained the age of twenty-five (25) years, shall be the beneficiaries, and which shall be held, administered and distributed by the Trustee as hereinafter provided in this Article IV. If the Grantor's wife shall fail to survive the Grantor, then all of the Grantor's children living at any time and from time to time shall be the beneficiaries of the Residuary Trust; but if there shall be no then living child of the Grantor who shall not have attained the age of twenty-five (25) years, then the Trustee shall allocate the then remaining trust estate as provided in Section 4.9 of Article IV hereof.

4.5 Income. The Trustee is hereby authorized to distribute to or for the benefit of any one or more of the beneficiaries of the Residuary Trust all or as much of the net income of such trust as the Trustee deems to be in the best interests of said beneficiaries; provided, however, that during any time in which the Grantor's wife shall be the sole Trustee of such trust, the Trustee is hereby authorized to distribute to or for her only as much of the net income of such trust as the Trustee deems to be necessary for her support.

4.6 Principal. The Trustee is hereby authorized to distribute to or for the benefit of any one or more of the beneficiaries of the Residuary Trust all or as much of the principal of such trust as the Trustee deems to be in the best interests of the beneficiaries; provided, however, that during any time in which the Grantor's wife shall be the sole Trustee of such trust, the Trustee is hereby authorized to distribute to her only as much of the principal of such trust as the Trustee deems to be necessary for her support; and provided, further, that the Trustee shall make no distributions of principal to the Grantor's wife until all other income and resources available to the Grantor's wife have been taken into consideration by the Trustee.

4.7 Limited Powers of Appointment. The Grantor's wife may, during her lifetime, appoint all or any part of the trust estate of the Residuary Trust to or for the benefit of any one or more of the descendants of the Grantor.

4.8 Ultimate Distribution. Upon the death of the Grantor's wife, the Trustee shall allocate the then remaining trust estate of the Residuary Trust as provided in Section 4.9 of this Article IV.

4.9 Ultimate Allocation. Upon the death of the survivor of Grantor and the Grantor's wife, the Trustee shall distribute the Residuary Trust as follows:

(a) Specific Gifts: The Trustee shall distribute from the trust estate the following sums which shall not bear interest:

- (i) The real estate commonly known as 25601 West Florence Avenue, Antioch, Illinois, 60002 ("the Property") shall be held by the Trustee and allocated to the "Illinois Real Estate Trust," to be administered pursuant to the terms of said trust as established in Section 4.10 herein, for the purposes set forth therein;
- (ii) The sum of Fifty Thousand dollars (\$50,000.00) shall be allocated to the "Illinois Real Estate Trust" pursuant to Section 4.10 of Article IV herein, provided however that if such gift has already been made from the trust estate of the Grantor's wife, then this bequest shall lapse as only one gift of Fifty Thousand dollars (\$50,000.00) is intended to fund the Illinois Real Estate Trust.

(b) Balance of Trust Estate. The Trustee shall allocate the balance of the Residuary Trust estate in as many separate shares as shall be required to provide one share for each then living child of Grantor and one share for the then living descendants, collectively, of each deceased child of Grantor.

Each such share or part so allocated to a descendant of the Grantor, shall be retained in trust by the Trustee as a separate trust of which the descendant for whom such share or part shall have been allocated shall be the beneficiary, and each such trust shall be referred to herein as a "Descendant Trust." The Trustee shall designate a name for each such trust and shall hold, administer and distribute such trust pursuant to the provisions of Article V hereof.

4.10 Illinois Real Estate Trust. If, at the time of Grantor's death, the Grantor or this trust shall hold an interest in the real property located at 25601 West Florence Avenue, Antioch, Illinois, 60002 ("the Property"), the Trustee shall allocate such interest to a separate trust to be known as the "Illinois Real Estate Trust," to be held and administered as herein provided for the benefit of all of the Grantor's children and the descendants of any deceased children of the Grantor who are living from time to time.

(i) Trustee. Victoria shall be Trustee of the Illinois Real Estate Trust. If at any time Victoria is unable or unwilling to act, then Savant Investment Group shall act as sole successor Trustee.

(ii) Taxes, Maintenance, and Insurance. The Trustee shall pay from the principal of the Illinois Real Estate Trust, all sums necessary or advisable to maintain the Property, including, any general real estate taxes levied and assessed against the Property from time to time, an amount for proper maintenance on the property as the Trustee deems necessary from time to time to prevent disrepair, and the costs of maintaining and keeping in full force and effect such policies of insurance as the Trustee shall determine necessary, including but not limited to, such policies as may be required by the terms of any mortgage on the Property, which policies shall name as insured (among others) the Trustee and such other parties as the Trustee shall determine.

(ii) Rental Income. If at least a majority in interest of the beneficiaries of the Illinois Real Estate Trust decide that the Property may be rented, then the Trustee, in his or her sole discretion, shall set a Rental Amount in accordance with the market rates for similar properties, and collect said sum on a regular basis. The Rental Amount may be calculated to include the following expenses of the Property: amounts due on any note secured by a mortgage thereon, all or a portion of the general real estate taxes levied and assessed thereon, utilities incurred and paid by the Trustee, maintenance of the Property, and the costs of maintaining and keeping in full force and effect such policies of insurance, including but not limited to, such policies as may be required by the terms of any mortgage thereon. Any Rental Amount received by the Trustee in excess of the costs of the foregoing expenses shall be added to the trust principal.

(iii) Sale of Property. If at any time the cash held by the Trustee of the Illinois Real Estate Trust are inadequate to pay the expenses described in subparagraph (ii) above, then the Trustee may request that the beneficiaries of the Illinois Real Estate Trust contribute a pro rata share of said expenses to the Illinois Real Estate Trust. If at any time the Grantor's children do not contribute the requested amount to the Illinois Real Estate Trust, or if at least a majority in interest of the beneficiaries of the Illinois Real Estate Trust decide that the Property may be sold, then the Trustee, in his or her sole discretion, may sell the Property and add the net proceeds to the Residuary Trust and distribute them pursuant to the terms of paragraph 4.9(b) of this Article IV.

ARTICLE V

Descendant Trusts

Each Descendant Trust shall be held, administered and distributed as follows:

5.1 Income and Principal. The Trustee is hereby authorized to distribute to or for the benefit of the beneficiary of each Descendant Trust all or as much of the net income or principal, or both, of such trust as the Trustee deems to be in the best interests of said beneficiary; provided, however, that during any time in which the beneficiary of such trust shall be the sole trustee of such trust, the Trustee is hereby authorized to distribute to or for the benefit of the beneficiary of such trust only as much of the net income or principal or both of such trust as the Trustee deems to be necessary for the support of said beneficiary.

5.2 Limited Powers of Appointment. The beneficiary of each Descendant Trust may, during his or her lifetime if he or she shall have attained the age of twenty-five (25) years, or upon his or her death, appoint all or any part of the trust estate of such trust to or for the benefit of any one or more of his or her descendants or the Grantor's descendants, other than himself or herself, his or her estate, his or her creditors or the creditors of his or her estate.

5.3 Distribution Upon Death. Upon the death of the beneficiary of a Descendant Trust, the Trustee shall allocate the then remaining trust estate of such trust in separate shares as follows:

- (a) per stirpes among the then living descendants of such beneficiary; but if there shall be no then living descendant of such beneficiary, then
- (b) per stirpes among the then living descendants of such beneficiary's most immediate ancestor who shall have been a descendant of the Grantor and a descendant of whom

shall then be living; but if there shall be no such ancestor of such beneficiary or no such ancestor of such beneficiary of whom a descendant shall then be living, then

- (c) per stirpes among the then living descendants of the Grantor; but if there shall be no then living descendants of the Grantor, then
- (d) to the following in the proportions shown:
 - (i) One Million dollars (\$1,000,000.00) to HEARTEN HAITI PROJECT, INC (hereinafter referred to as "Hearten Haiti Project, Inc."), currently located in St. Charles, Illinois, outright and free of trust to be used for its general purposes as determined by its Board of Directors
 - (ii) one-half (1/2) among the heirs-at-law of the Grantor and one-half (1/2) among the heirs-at-law of the Grantor's wife.

If the charity identified in this Article V is not in existence on the date of distribution, then the Trustee in his or her sole and absolute discretion shall distribute such share to a charitable organization that accomplishes similar purposes as that of the charity which is no longer in existence. Each such share so allocated to a descendant of the Grantor shall be retained in trust by the Trustee as a separate trust of which the descendant for whom such share shall have been allocated shall be the beneficiary, and each such trust shall be referred to herein as a "Descendant Trust." The Trustee shall designate a name for each such trust and shall hold, administer and distribute such trust pursuant to the provisions of this Article V.

ARTICLE VI

Accumulations and Perpetuities

The laws of the State which shall govern the construction, administration and validity of each separate trust created under this Agreement shall determine the extent to which any rule against perpetuities applies to this Agreement. If such laws allow an instrument or document under which a separate trust is created to provide that the rule against perpetuities shall not apply to such trust or if such

State shall have abolished the rule against perpetuities, then the rule against perpetuities shall not apply to any separate trust created hereunder and the Trustee shall have the power to sell, lease or mortgage property for any period of time beyond the period of the rule against perpetuities. For purposes of this Article, "separate trust" shall include, as the circumstances require, any share or portion thereof or any estate or trust created by the exercise of any power of appointment under this Agreement.

Notwithstanding the foregoing provisions of this Article, if any addition from any other trust or estate or pursuant to the exercise of any power of appointment under such other trust or estate (hereinafter referred to as an "Appointed Trust") must terminate pursuant to the perpetuities provisions applicable to such Appointed Trust, then such Appointed Trust shall be held as a separate share hereunder and, on the date on which such separate share must terminate, the Trustee shall cease to accumulate any net income thereof, and such Appointed Trust shall vest in and immediately be distributed to the beneficiary thereof, or if there shall be more than one beneficiary, such Appointed Trust or portion thereof shall vest in and immediately be distributed to the beneficiaries in equal shares.

ARTICLE VII

Distributions to Beneficiaries

7.1 Discretionary Distributions From Trusts. Whenever the Trustee shall be herein authorized, but not directed, to distribute all or any part of either the net income or the principal, or both, of a separate trust, such authority may be exercised in the discretion of the Trustee, at any time and from time to time, but the existence of such authority shall not require the Trustee to make any distribution to any person; such authority shall permit the Trustee to terminate such trust by such distributions. If there shall be more than one beneficiary of such trust, any such distribution may be made to all or any one or more of such beneficiaries in such equal or unequal proportions and amounts as the Trustee in his sole

discretion may determine, and the Trustee shall not be required to make any adjustment among said beneficiaries by reason of any such distribution.

7.2 Best Interests. The "best interests" of a beneficiary may be liberally construed by the Trustee and may include distributions for the support of said beneficiary (but only if such distributions shall be deemed to be in the best interests of said beneficiary by the Trustee) or distributions for the comfort and convenience of said beneficiary, but may also be narrowly construed to contemplate distributions less than the amounts required for said beneficiary's support. As illustrations, and not in limitation of the purposes for which distributions may be made under such standard, the Trustee may make distributions to permit said beneficiary to (a) travel for educational or pleasure purposes; (b) purchase or furnish a personal residence; (c) purchase, initiate or invest in a business which the Trustee personally deems to be sound or promising, even though said business might be the type of investment in which, because of its risk, the Trustee would not or could not invest the trust estate; or (d) pay any taxes imposed as a result of any distribution from any separate trust hereunder. In making any such discretionary distribution the Trustee shall consider both the general financial resources and requirements of said beneficiary and the ability of said beneficiary to deal with and manage the money or property involved and shall exercise the discretionary powers herein conferred primarily to benefit said beneficiary rather than the remaindermen. This Section 7.2, however, shall in no way be construed to alter, limit or enlarge the discretions and powers conferred upon the Trustee by any other provision hereof nor to require the Trustee to make any distribution to any beneficiary. If at any time a beneficiary shall be an entity other than an individual, the term "best interests" shall contemplate and permit distributions to said beneficiary as determined by the Trustee in his sole absolute discretion.

7.3 Support. The “support” of a beneficiary shall include his support and maintenance in reasonable comfort, medical care and education (including but not limited to college, post-graduate, professional, vocational, language and artistic studies). Distributions for the support of a beneficiary shall be based upon the standard of living to which said beneficiary shall have been accustomed during the five (5) year period immediately preceding any such distribution and, prior to making any such distribution, the Trustee shall take into account said beneficiary’s other income and resources known by the Trustee to be available to said beneficiary for said beneficiary’s support (including the income and resources of any person who shall be legally obligated to support said beneficiary), but said beneficiary shall not be required to exhaust his other income and resources before the Trustee shall make a distribution hereunder for the support of said beneficiary.

7.4 Division on Death. In the event that the Trustee of any separate trust hereunder shall be directed, upon the death of any person or occurrence of any other event (referred to in this Section 7.4 as an “Allocation Event”), to allocate the then remaining trust estate thereof among other designated persons, or to retain the trust estate for a designated successor beneficiary or beneficiaries, such allocation or retention shall be made as soon as practicable following the Allocation Event and shall be effective only to the extent that no person shall have validly exercised any power of appointment granted to said person over such trust estate. Upon an Allocation Event, if any share of the trust estate of such trust is allocated to any person and not expressly retained in trust, such share shall be distributed outright to said person by the Trustee.

7.5 Beneficiary Under Disability. In the event that income or principal shall become distributable free of any trust to a minor beneficiary, to a beneficiary under other legal disability or to a beneficiary not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is,

in the sole discretion of the Trustee, unable properly to administer such amounts, then such amounts may be used by the Trustee directly for the best interests of said beneficiary or distributed by the Trustee for the benefit of said beneficiary to such one or more of the following distributees whom the Trustee shall in his sole discretion deem best under the circumstances: (a) said beneficiary directly; (b) the legally appointed guardian or conservator of said beneficiary; (c) a parent, relative or friend of said beneficiary; (d) those dependent for support upon said beneficiary; or (e) in the case of a minor beneficiary, a custodian under the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act (both referred to herein as the "Act") of any applicable jurisdiction (but if there shall not then be a custodian for said minor under such Act, then the Trustee shall designate a custodian from among those eligible and willing to serve). The receipt of any such distributee shall constitute a full release and discharge to the Trustee upon making such distribution and the Trustee shall not be obligated to see to the application of any money or property so distributed.

7.6 Limitations. Except with respect to any powers of appointment or as may be expressly provided herein to the contrary, no Trustee shall have any voice, determination or vote relating to any discretionary distributions of the income or principal of any separate trust constituted hereunder either to or for the benefit of said Trustee when said Trustee shall be a beneficiary of such trust or to or for the benefit of any person whom said Trustee is legally obligated to support, when such distribution is or would be a full or partial discharge of such obligation; provided, however, a beneficiary acting as sole Trustee of any separate trust shall have such voice, determination and vote if such discretionary distributions are authorized to be made, pursuant to the terms of such separate trust, for the support, rather than for the best interests, of said beneficiary.

ARTICLE VIII

Trustee Powers, Rights and Duties

8.1 Powers of Trustees. In addition to the powers conferred by law upon trustees, and not by way of limitation thereof, the Trustee of each separate trust is hereby authorized at any time or from time to time to exercise the following powers for the sole benefit of the beneficiary or beneficiaries of such trust or to refrain from exercising any of such powers:

(a) to make any allocation, division or distribution of the trust estate in kind, in money, or partly in kind and partly in money, including, but not limited to, by means of the purchase of an annuity contract or other property for the benefit of a beneficiary to whom a distribution is to be made, and to determine the value of property so allocated, divided or distributed;

(b) to hold, manage, improve, repair and control all property, real or personal, at any time forming a part of the trust estate; to continue to hold any or all property, real or personal, received by the Trustee as a part of the trust estate or as an addition to the trust estate, even though the same be of a character other than that prescribed by law for the investment of trust funds or be of a larger proportion in one or more investments than the trust estate should, but for this provision, hold, including residential property, and irrespective of any risk, nonproductiveness, or lack of diversification;

(c) to sell or to offer to sell for cash, credit, installments, in exchange for an annuity or otherwise, at public or private sale, to grant options to purchase, and to convey or exchange any and all of the property at any time forming a part of the trust estate, or any life estate, term of years, remainder or reversion therein for such price, including property of equivalent value (whether or not of like kind or similar use, and including life estates, terms of years, remainders or reversions) and upon such terms as the Trustee shall determine;

(d) to lease or license the use of any tangible or intangible personal property at any time forming a part of the trust estate upon such terms as the Trustee shall determine;

(e) to borrow money from any person including the Trustee; to extend or renew any existing indebtedness; to mortgage or pledge any property at any time forming a part of the trust estate; to guarantee payment of any loan from a third person to (i) a beneficiary, (ii) a trust (created other than under this Agreement) of which a beneficiary hereunder is a beneficiary (referred to in this subparagraph as a "related trust"), (iii) a partnership of which a beneficiary, a separate trust hereunder or any related trust is a general or limited partner, (iv) a land trust in which a beneficiary, a separate trust hereunder or any related trust holds a beneficial interest, (v) a corporation of which a beneficiary, a separate trust hereunder or any related trust owns an interest as a shareholder, (vi) a limited liability company or limited liability partnership of which a beneficiary, a separate trust hereunder or any related trust owns an interest as a member, or (vii) any other person, to the extent the Trustee deems a guarantee of such loan to be beneficial to a beneficiary, a separate trust hereunder or a related trust; and to pledge or hypothecate

all or any part of the trust estate as collateral for such guarantee; and in connection with any such loan or guarantee of such loan, to execute any guarantee or indemnification with respect to any environmental matters, including but not limited to hazardous, toxic or dangerous waste, substance or material;

(f) to settle, compromise, contest, agree to arbitrate and be bound thereby, extend the time for payment or abandon claims (including claims for taxes or penalties) or demands in favor of or against the trust estate or any part thereof; to reduce the interest rate upon any indebtedness to the trust when the Trustee shall deem such to be for the best interests of the trust; to consent to the extension of the period of limitations on assessment of any tax or penalty; to execute any contract, waiver, release, closing agreement, settlement or stipulation in connection with the above;

(g) to sell, convey, release, mortgage, encumber, lease, partition, improve, manage, insure against loss, protect and subdivide any real estate, interests therein or parts thereof; to dedicate for public use, to vacate any subdivisions or parts thereof, to resubdivide, to contract to sell, to grant options to purchase, to sell on any terms; to convey, mortgage, pledge or otherwise encumber said property or any part thereof; to lease said property or any part thereof from time to time, in possession or reversion, by leases to commence in praesenti or in futuro and upon any terms and for any period of time, including a period extending beyond the term of the trust, and to renew or extend leases, to amend, change, or modify the terms and provisions of any leases and to grant options to lease, options to renew leases and options to purchase the whole or any part of the reversion; to partition or to exchange said real property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about an easement appurtenant to said property or any part thereof; to construct and reconstruct, remodel, alter, repair, add to or take from any buildings on any real estate; to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; to insure the Trustee and any person having an interest in or responsibility for the care, management or repair of such property against such risks as the Trustee deems advisable, and to charge the premiums therefore as an expense of the trust estate; to direct, or to authorize any other person to direct, the trustee of any land trust of which the trust is a beneficiary to mortgage, lease, convey or contract to convey the real estate held in such land trust or to execute and deliver deeds, mortgages, notes, and any and all documents pertaining to the property subject to such land trust in any matter regarding such trust; to execute assignments of all or any part of the beneficial interest in such land trust;

(h) to abandon any property, real or personal, which the Trustee shall deem to be worthless or not of sufficient value to warrant keeping, protecting or maintaining; to abstain from the payment of installments due on purchase contracts or mortgages, taxes, water, rents, assessments, repairs and maintenance with respect to any such property; to permit any such property to be lost by foreclosure, tax sale or other proceedings; to convey any such property for a nominal consideration or without consideration; to permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof;

(i) to purchase or otherwise acquire, for cash, credit, installments, in exchange for an annuity or otherwise, or to invest, reinvest or refrain from investing the trust estate wholly or partially in common stock or in any other securities or other type or types of assets (without regard to whether such shall be listed on any stock exchange or other public market, registered with any securities commissions or similar bodies or subject to contractual, legal or other restrictions, including "investment letter" restrictions), including, but not limited to, bonds, notes, debentures, mortgages, preferred stocks, puts or calls, voting trust certificates, beneficial interests in land trusts, interests or shares in common trust funds, mutual funds, "open-end" or "closed-end" investment funds or trusts, real estate investment trusts or

savings and loan or building and loan associations, oil, gas or other mineral interests or natural resources, motion picture, radio or television productions, programming and licenses, livestock or other animals, commodities, foreign exchanges, insurance or endowment policies, annuities, variable annuities or other property or undivided interests in property, foreign or domestic, as the Trustee may deem advisable without being limited by any statute or rule of law regarding investments by trustees; and in that connection, without limiting the generality of the foregoing, to invest the trust estate or any part thereof in any partnership, limited partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership or Massachusetts trust, and to have and to exercise all the powers of management and participation in the management necessary and incident to a membership in entity or venture, including the making of charitable contributions or of any election available under any tax law by such entity or venture, and at any time to participate in the incorporation of any such entity or venture; to open accounts, margin or otherwise, with brokerage firms, banks or others, to invest the funds of the trust estate in and to conduct, maintain and operate such accounts directly or through an agent for the purchase, sale, and exchange of commodities, stocks, bonds and other securities, and in connection therewith, to borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating such accounts;

(j) to purchase or otherwise acquire, for cash, credit, installments, in exchange for an annuity or otherwise, or to invest in, reinvest in, retain or continue for an indefinite term, any business or business interests, as shareholder, creditor, partner, proprietor, member or otherwise, even though it may be closely or privately held or may constitute all or a large portion of the trust estate of a separate trust, without the necessity or requirement of application to or order from any court in any jurisdiction; to participate in the conduct of such business or to rely upon others to do so, and to take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual could take as owner of such business, including the voting of stock, and the determination of all questions of policy; to take possession of the assets of such business, and to exercise complete control and management of such business, and in connection therewith to enter into and perform contracts, commitments, orders and engagements; to incur expenses and debts in connection with the conduct and operation of such business, and to pay and discharge such expenses and debts; to join in and execute partnership agreements, operating agreements and amendments thereto; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of such business or any change in its nature and to retain and continue such changed or successor business; to invest additional capital in, subscribe to or buy additional stock or securities of or make or guarantee new or increased secured, unsecured or subordinated loans to any business; to rely upon the reports of certified public accountants as to the operations and financial condition of any business, without independent investigation and without obligation to file any report with the court in any jurisdiction; to elect, employ and compensate directors, officers, employees or agents of any business, who may include the Trustee or a director, officer or agent of the Trustee; to deal with and act for such business in any capacity, including any banking or trust capacity and the loaning of money out of a Trustee's own funds, and to be compensated therefor; to sell, pledge or liquidate any interest in such business;

(k) to exercise, or refrain from exercising, any election available under any tax law; to establish out of income and credit to principal reasonable reserves for the depreciation of tangible property or the amortization or depletion of other wasting assets; to add to principal any amount previously credited to income that has not been distributed to a beneficiary and is not required to be distributed to a beneficiary; to amortize premiums paid on the purchase of securities or other property; to determine whether receipts shall constitute principal or income and whether expenses are properly chargeable to principal or income and, except as otherwise provided herein, the Trustee shall be governed in such determination by the

provisions of the Principal and Income Act from time to time in force in the jurisdiction whose laws shall control the administration of the trust, or if there shall be no such act in force, by the Revised Uniform Principal and Income Act promulgated by the National Conference of Commissioners on Uniform State Laws, as then amended, and in any instance not governed by any such Act, the Trustee is hereby authorized to determine what shall be charged or credited to income and what to principal and the determination of the Trustee shall be conclusive upon all persons; provided, however, that (i) if the trust estate of any trust created hereunder which qualifies for the federal estate tax marital deduction is the recipient of benefits from or becomes the owner of an individual retirement account upon the death of the deceased owner of such account, income earned in such account after the death of the deceased owner of such account, whether or not distributed from such account, shall be treated as income of such trust for the period in which it is earned, and if the Trustee is required to pay all the income of such trust to the beneficiary thereof, the Trustee shall endeavor to collect and pay the income of such account to said beneficiary at least quarterly and, to the extent that all such income is not collected from such account, the deficiency shall be paid from the principal of such trust, and (ii) expenses attributable to principal distributions from such account shall be charged to the principal of such trust; provided, further, however, that any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed principal;

(l) to employ and pay reasonable compensation to such agents, contractors, brokers, advisors, trustees, title-holders, escrowees, custodians, depositories, accountants, attorneys, investment counsel, appraisers, insurers and others (who may be the Trustee himself in such other capacity or any firm with which the Trustee is associated) as may be necessary or desirable in managing and protecting the trust estate, and to execute any general or limited direction or power of attorney to reflect such employment;

(m) to vote, or refrain from voting, any corporate stock either in person or by general or limited proxy, for any purpose, including, without limiting the generality of the foregoing, for the purpose of electing any Trustee or beneficiary as a director of any such corporation; to exercise, or refrain from exercising, or to sell any conversion privilege, warrant, option or subscription right with respect to any security forming a part of the trust estate; to consent to take any action in connection with and receive and retain any securities resulting from any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease, mortgage, or other disposition of the assets of any corporation or other organization the securities of which may at any time form a part of the trust estate; to deposit any securities with or under the direction of a committee formed to protect said securities and to consent to or participate in any action taken or recommended by such committee; to pay all assessments, subscriptions and other sums of money which may seem expedient for the protection of the interest of such trust as the holder of such stocks, bonds or other securities; to enter into an agreement making said trust liable for a pro rata share of the liabilities of any corporation which is being dissolved and in which stock is held, when in the opinion of the Trustee such action is necessary to the plan of liquidation and dissolution of any such corporation; to join in and vote for participation in or modification or cancellation of any restrictive purchase or retirement agreement relating to any partnership interest or corporate stock held as a portion of such trust; to join in the formation, modification, amendment, extension or cancellation of any voting trust;

(n) to accept, or refuse to accept, any additions or gifts of money or property to the trust estate and to receive distributions, devises or bequests from any other trust or estate or pursuant to the exercise of any power of appointment, and all such additions, gifts, distributions, devises and bequests shall be added to the trust estate and shall be held, administered and distributed as a part thereof;

(o) to transfer any property which may at any time form a part of the trust estate into a separate trust, including without limitation a land trust, for the benefit of the transferor-trust or of any beneficiary thereof, the trustee of such transferee-trust to be the transferor-Trustee or any other person, persons, corporation or combination thereof, upon such terms and conditions as the transferor-Trustee shall determine and from time to time to withdraw all or a portion of such property or the proceeds thereof or to revoke such a transferee-trust; to cause any securities, bank accounts, safety deposit boxes or vaults or other property, real or personal, which may at any time form a part of the trust estate to be issued, held, registered or recorded in any Trustee's individual name, or assumed name, either with or without indication of any fiduciary capacity, or in the name of a nominee, or in such form that title will pass by delivery;

(p) to apply for, purchase, accept, own and retain insurance policies and annuity contracts on the life of any person, and all right, title and interest in and to, and, except as otherwise provided herein, all rights, powers and privileges accruing under any life insurance policies or annuity contracts forming a part of the trust estate at any time, and the proceeds thereof shall be the property of, belong to and be exercisable by the Trustee as sole owner of said policies or contracts, including without limitation the right to receive or apply dividends or distributive shares of surplus, disability benefits, surrender values, or the proceeds of mature endowments; to obtain and receive from the respective insurers, or issuers, such advances and loans on account of such policies or contracts as may be available; to exercise any option, right, or privilege granted in a policy or contract; to sell, assign, or pledge a policy or contract; to change the beneficiary of a policy, except that no one other than the Trustee (as Trustee and not individually) may be named as beneficiary of a policy so changed; to convert a policy into other forms of insurance; and to exercise any and all other rights, powers and privileges which the owner of such policies or contracts may have thereunder, whether or not hereinabove mentioned; and the insurer or issuer under each such policy or contract is authorized to make payments to the Trustee, to act solely upon the instructions of the Trustee, and in every respect to deal solely with the Trustee as the absolute owner of said policy or contract, and such insurer or issuer shall not be responsible for the proper application or disposition of any funds paid by it to the Trustee; and the receipt of the Trustee to each insurer or issuer shall be effective to release and discharge such insurer or issuer for any payment so made, and shall be binding upon every beneficiary of each trust hereby created;

(q) except as may otherwise be expressly provided herein, to pay premiums on insurance on the life of any person and on any annuity contract; provided, however, that the Trustee shall be under no duty to pay any premium, assessment, or other charges necessary to maintain in force any insurance policy or contract, and shall be under no duty either to keep informed with respect to such payments, or to take any other action to maintain in force any such policy or contract;

(r) upon the maturity of each insurance policy and annuity contract which may at any time form part of the trust estate or of which the Trustee may at any time be designated as beneficiary or payee, by reason of the death of the insured or otherwise, to make timely proof of death and such other proofs as may be necessary to collect the proceeds due by reason of the maturing of such policies and contracts or permit the proceeds of any such policy or contract payable to the Trustee, or any share or portion of such proceeds, to remain with the insurer or issuer of any such annuity under any option available under the terms of such policies or contracts; to institute and maintain any proceeding at law or in equity to enforce any payment of any such policy or contract, and to do and perform any and all acts and things which may be necessary or proper for the purpose of collecting any sums which may be due and payable pursuant to the terms and provisions of any such policy or contract; provided, however, that the Trustee shall not be required to maintain any such litigation unless the Trustee shall be indemnified to the Trustee's

satisfaction against all expenses and liabilities arising on account of such litigation; to compromise and adjust claims arising out of any such policy or contract, upon such terms and conditions as the Trustee may deem best, and the decisions of the Trustee shall be binding and conclusive upon all persons beneficially interested in the trust; to give receipts to any insurer or issuer of any such annuity for any amounts received by the Trustee as the proceeds of any such policy or contract, and such receipt by the Trustee shall be a complete discharge from further liability thereunder to such insurer or issuer of such annuity and such insurer or issuer of such annuity shall not be required to see to the application of any such proceeds received by the Trustee; provided, however, that the Trustee shall not reimburse any person interested in any insurance policy on account of the application of any of the proceeds or surrender value of such policy in satisfaction of any indebtedness to which such policy is subject, nor shall said person be subrogated to the rights of the creditors in any collateral because of such indebtedness;

(s) to open and maintain one or more savings accounts or checking accounts and to rent one or more safe deposit boxes or vaults with any bank, trust company, safe deposit box company, savings and loan association or building and loan association, public or private, wherever located, whether within or without the United States of America, even if, in the case of a bank or trust company, such bank or trust company shall be acting as Trustee of such trust; to deposit to the credit of such account or accounts all or any part of the funds belonging to the trust estate whether or not such funds may earn interest; from time to time to remove some or all of the items placed in any safe deposit box or vault, or to withdraw a portion or all of the funds so deposited in any such account; any such removal to be carried out by and any such withdrawal to be effected by a check, written direction or other instrument signed by the Trustee or such other person or persons as the Trustee may from time to time authorize, or if more than one Trustee shall be acting, by such one or more of the Trustees as shall be designated in writing by a majority of the Trustees, or by such other person or persons as said majority of the Trustees may from time to time authorize; and any such bank or company or association is hereby authorized to allow such person or persons access to the box or vault and to pay such check or other instrument and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed without inquiry of any kind, and access when allowed and payments when so made by such bank or company or association shall not be subject to criticism or objection by any person concerned or interested in any way in the trust;

(t) to lend the principal or income of the trust estate of a separate trust to a beneficiary of such trust, without interest and without security, or to make loans to or guarantee loans by any other person upon such terms as the Trustee may deem advisable, any such loan may be with or without security and may be subordinated to other obligations of the indebted party; to deal in every way and without limitation or restriction with the executor, trustee or other representative of any other trust or estate whether or not the beneficiary has any existing or future interest therein and even though the Trustee is acting in such other capacity;

(u) to designate a name for any separate trust created hereunder, and a collective name for any two or more of such trusts, and from time to time, to change the name of any separate trust or the collective name of any two or more of such trusts; to merge, consolidate or transfer any part or all of any trust created hereunder (the "transferor trust") into any other trust (the "transferee trust"), whether testamentary or inter vivos, provided the substantive terms of the transferor trust and the transferee trust are substantially similar and the beneficiaries and remaindermen are identical; to accept, add to, retain and administer as a part of any trust created hereunder (the "recipient trust"), on the terms and provisions set forth herein with respect to said trust, any part or all of the assets of any other trust (the "transferring

trust") whether testamentary or inter vivos, which may at any time be transferred to the trustee of the recipient trust by the trustee of the transferring trust, provided the substantive terms of the transferring trust and the recipient trust are substantially similar and the beneficiaries and remaindermen are identical; to divide any separate trust into two or more equal or unequal separate trusts to be held by the Trustee under the identical terms and for the identical beneficiaries and remaindermen as said trust shall have been held before such division; except as otherwise provided herein, to allocate different kinds or disproportionate shares of property or undivided interests in property of a separate trust among the beneficiaries thereof or among trusts into which such trust shall have been divided; to determine the value thereof; to make joint investments for any separate trusts hereunder or of which the Trustee is trustee or co-trustee, to designate a name for such joint investments and to hold such joint investments as a common fund for purposes of administration, dividing the net income (gains or losses) therefrom in the same proportion as the respective interests of such trusts therein;

(v) upon written request of a beneficiary, to render annual statements of the receipts and disbursements and of the financial condition of the trust to such beneficiary; to charge and receive from the trust estate a fair and just compensation (or to waive such compensation) for services rendered as Trustee; to be reimbursed from the trust estate for all reasonable expenses incurred in the management and distribution of the trust; in any contract or agreement made by the Trustee on behalf of the trust, to provide against personal liability of any individual Trustee, and the rights or obligations created under and by virtue of such contract or agreement shall belong to or be the obligation of such trust; to be reimbursed from the trust estate for any tax or penalty paid by the Trustee during the existence of the trust or thereafter, and if such trust estate is insufficient or if such trust be then terminated, to be reimbursed by the person or persons to whom the property of such trust shall have been distributed to the extent of the amount received by each such person (before making any distribution of either income or principal, the Trustee may accordingly require an undertaking by the distributee in form satisfactory to the Trustee to reimburse the Trustee for all such taxes and penalties, or the Trustee may withhold distribution of a reasonable amount required to meet any taxes, interest and penalties thereon pending release of any tax lien or the final determination of any tax controversy); to request from any beneficiary a full and complete release from, and indemnification for, any and all liabilities whatever attributable to any acts by the Trustee or any decisions by the Trustee to act or to refrain from acting in any manner whatsoever in his capacity as Trustee, including but not limited to, acts or decisions with respect to the investment of the assets of the trust estate, retention of any or all trust assets, and the sale or disposition of any or all trust assets; to secure the written approval by any beneficiary of any account or statement; to settle the account of a deceased, incapacitated or resigned Trustee, and the Trustee or any beneficiary of any separate trust may, without liability to any present or future beneficiary or any other person, approve the accounts of and give a full and complete release and discharge to any deceased, incapacitated or resigned Trustee; any approval, release or discharge given under this subsection (v) shall be conclusively binding, to the extent allowable under applicable law, on all persons having any interest in the trust, including said beneficiary and all of said beneficiary's descendants (including then unborn descendants), heirs or appointees who may then have or thereafter acquire any interest in the trust;

(w) at any time and from time to time, and subject to revocation at any time, to delegate the authorities, discretions and powers, or any of them, herein conferred upon a Trustee, or the custody of any or all property comprising the trust estate, to any one or more Co-Trustees then acting, such delegations and revocations thereof to be evidenced by an instrument in writing delivered to the Co-Trustee or Co-Trustees of the trust to whom a delegation is being made or with respect to which a delegation is being revoked, such delegations to be effective upon the written acceptance thereof and such revocations to be effective upon delivery thereof; to transfer the situs of any or all trust assets to any

other place whether within or without the United States; to appoint any bank or trust company as Substitute Trustee as to such assets, and at will to remove (and approve the accounts and give full release and discharge to) any Substitute Trustee so appointed and to appoint another such Substitute Trustee or to rescind such appointment;

(x) to transfer any shares of stock of an S corporation, shares of stock of a C corporation which is intended to qualify as and elect to be treated as an S corporation, or any assets which are intended to be used to acquire shares of stock of an S corporation, held by or allocated to any separate trust created hereunder (referred to in this subparagraph as the "original trust"), to one or more new trusts (referred to in this subparagraph as a "sub-trust") for the purpose of enabling each such sub-trust to qualify as a qualified subchapter S trust ("QSST"), as defined in the Code; to make all elections and take all steps as shall be necessary for each sub-trust created hereunder to qualify as a QSST; to hold and administer each such sub-trust created hereunder under such terms as are necessary for each such sub-trust to be a QSST, and, in particular, (i) to hold such sub-trust for the benefit of one person who shall then be a citizen or resident of the United States and a beneficiary of the original trust to whom the Trustee could have distributed the shares of stock or other assets from the original trust, (ii) to distribute all of the net income of such sub-trust to the beneficiary of such sub-trust from and after the date such sub-trust shall own stock in an S corporation, (iii) to distribute the principal of such sub-trust to the beneficiary of such sub-trust under the same terms as principal could have been distributed to said beneficiary from the original trust, (iv) to hold the trust estate of each sub-trust subject to the same testamentary power of appointment, whether limited or general, if any, which the beneficiary of such sub-trust would have held over the original trust, and (v) to allocate the then remaining trust estate of such sub-trust upon the death of the beneficiary thereof in separate shares to those persons to whom the trust estate of the sub-trust would have been allocated if the assets of the sub-trust had continued to be held as assets of the original trust and the original trust terminated on the death of said beneficiary, and retain each such share in trust by the Trustee as a separate trust of which the person for whom such share shall have been allocated shall be the beneficiary and to hold, administer and distribute such trust pursuant to the Agreement creating the sub-trust with the same principal dispositive terms as a Descendant Trust hereunder, as modified to the extent necessary to qualify as a QSST; provided, however, that if the Code is revised with respect to the requirements necessary for a trust to qualify as a QSST, or for any other reason, so that any provision of this subparagraph shall prevent any separate sub-trust created hereunder from qualifying as a QSST, such provision shall be stricken or conformed so that such sub-trust shall so qualify;

(y) to inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust or other entity) for environmental damage or compliance (or possible non-compliance) with any environmental law or regulation thereunder; to conduct environmental assessments, audits and site monitoring of real property to determine compliance (or possible non-compliance) with any environmental law or regulation thereunder; to take all appropriate remedial action to contain, cleanup or remove any environmental hazard including a spill, release, discharge or contamination or take steps to prevent environmental damage in the future, either on its own accord or in response to an action or order of any local, state or federal agency or court with respect to an actual or threatened violation of any environmental law or regulation thereunder; to abandon or refuse to accept any real property, or an interest in an entity which owns real property, which may have environmental damage; and to take all appropriate actions to prevent, identify or respond to actual or threatened violations of any environmental law or regulation thereunder;

(z) to make any payment, receive any money, take any action and make, execute and deliver and receive any contract, deed, instrument or document which may be deemed necessary or advisable to

exercise any of the foregoing powers or to carry into effect any provision herein contained; in addition to the powers enumerated hereinabove, to do all other acts which in the judgment of the Trustee are necessary or desirable for the proper administration of the trust estate;

provided, however, that nothing contained in this Section 8.1 shall be construed to enable the Trustee to lend the principal or income of the trust estate, directly or indirectly, to any person who shall be deemed to be a grantor of such trust estate without adequate interest and security, nor enable any person to purchase, exchange or otherwise deal with or dispose of the principal or income of the trust estate for less than an adequate consideration in money or money's worth, except to the extent that such rights shall have been expressly retained by the Grantor upon the creation of the trust; and provided further, however, that nothing contained in this Section 8.1, or in any other provision of this Agreement, shall be construed to enable the Trustee to exercise any administrative or investment power to the extent it would cause all or any part of any distribution or any trust created hereunder intended to qualify for the federal estate tax marital deduction to not so qualify.

8.2 Third Parties and Bond. No person dealing with the Trustee of any separate trust shall be obligated to inquire as to the powers of such Trustee or to see to the application of any money or property delivered to such Trustee. The Trustee shall not be required to obtain authority from or approval of any court in the exercise of any power conferred upon him hereunder. No Trustee shall be required to make any current reports or accountings to any court nor to furnish a bond for the proper performance of the duties of the Trustee as Trustee of any separate trust; but if any such bond is nevertheless required by any law, statute or rule of court, no surety shall be required thereon.

8.3 Trustee Liability. No Trustee of any separate trust shall be liable for any loss, liability, expense or damage to the trust estate of such trust occasioned by such Trustee's acts or omissions in good faith in the administration of such trust (including acts or omissions in reliance on opinion of

counsel) and in any event the Trustee shall be liable only for his own bad faith, willful misconduct or gross negligence, but not for honest errors of judgment. Except as otherwise specifically provided herein the Trustee may rely upon any notice, certificate, Will, affidavit, letter, telegram, or other paper or document believed by him to be valid or genuine, or upon any evidence deemed by him to be sufficient, in making any payment, allocation or distribution hereunder. The Trustee shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in any separate trust. This Section 8.3 is intended to protect the Trustee under the stated circumstances, and is not intended to affect the rights hereunder of any person.

8.4 Majority Determination. Except as otherwise provided herein, in the event of a disagreement among the Trustees, the views of the majority shall prevail. The affirmative vote of a majority of those authorized to vote on any matter shall constitute a majority. If but two Trustees shall be authorized to vote on a matter, the affirmative vote of both shall be required. Failure to obtain a majority, or the affirmative vote of both Trustees if there shall be only two Co-Trustees then acting, shall be treated as if the Trustees failed to act. All votes shall be taken within thirty (30) days of the date of the event which requires a decision to be made. Any Trustee who shall cast a negative vote with respect to any action or any failure to act shall in no way be liable or responsible for such action or failure to act.

ARTICLE IX

Powers of Appointment

9.1 Manner of Exercise. In addition to, and not in limitation of, the rights accorded by law to a donee of a power of appointment, the donee of a power of appointment granted hereunder with respect to

any separate trust may exercise such power by making appointments from the trust estate in cash or kind, including a direction to the Trustee to distribute specific property outright to, or to a trustee or trustees to hold in trust for the exclusive benefit of, any one or more of the objects of the power, and may impose lawful spendthrift restrictions and other lawful conditions upon any appointment, provided that no one other than an object of the power is benefitted thereby. The donee may also exercise any power of appointment in any one or more of the following ways: (i) by creating life estates for any one or more objects of the power with remainders to others of said objects, (ii) by appointing to or for the benefit of children, grandchildren or more remote descendants even though the parents, grandparents, or ancestors of such appointees are living, (iii) by creating in any object of the power either a general or a limited power of appointment, (iv) by substituting (but only if said donee himself shall not thereafter be a beneficiary of such trust) one or more objects of the power as beneficiaries of such trust, or (v) by adding as beneficiaries of such trust any children born to or adopted by any beneficiary of such trust after the date of execution of this Agreement. The donee of a lifetime power of appointment hereunder may exercise such power at any time or from time to time by an instrument in writing delivered to the Trustee during the lifetime of such donee.

9.2 Testamentary Powers. The donee of a power of appointment exercisable on the death of such donee shall exercise such power only in a valid Will or Codicil. No Trustee of any separate trust shall incur any liability to any person in relying on any instrument admitted to probate in any jurisdiction as the valid Will or Codicil of a donee of a testamentary power of appointment, or in acting upon the assumption that said donee failed to exercise such power of appointment if within three (3) months after the date of death of said donee, the Trustee shall have no notice or knowledge of the existence of a valid Will or Codicil of said donee and in making allocation or distribution accordingly of the part of the trust estate of such trust subject to such power of appointment; provided, however, that any such allocation or

distribution shall be without prejudice to the rights of any appointee or said donee to recover the allocated or distributed property from any person or persons to whom such allocation or distribution shall have been made in the event that after such allocation or distribution there should be found a valid Will or Codicil in which said donee shall have validly exercised such power of appointment.

9.3 Renunciation or Release. Any power of appointment granted hereunder may be renounced or released by the donee of such power in whole or in part including, but not limited to, in such manner to reduce or limit the objects in whose favor the power would be otherwise exercisable or to reduce or limit the portion of the trust estate over which the power would otherwise be exercisable. In addition to any other method of renunciation or release recognized by law, any power may be renounced or released by the donee of such power by an instrument in writing signed by said donee and delivered to the trustee of the separate trust for which such renunciation or release relates. Solely for purposes of this Section 9.3, the word "power" shall include (without limiting the generality of the meaning of such word) any power of a trustee of a separate trust which constitutes a power of appointment within the meaning of the Code from time to time in force, and the word "donee" shall include said trustee.

9.4 Restrictions on Exercise of Powers of Appointment. Except as otherwise provided herein by express reference to this Section 9.4, no power of appointment granted hereunder shall be exercised or exercisable to any extent in favor of the donee of such power, or the estate, the creditors or the creditors of the estate of said donee, or to discharge or satisfy a legal obligation of said donee, or for the pecuniary benefit of said donee, and no exercise of any power of appointment by the donee thereof shall be effective unless the written instrument or the valid Will or Codicil of the donee in which the donee exercises such power (a) shall be executed subsequent to the date on which such power shall commence and (b) shall specifically refer to and expressly exercise such power.

ARTICLE X

Beneficiary Powers and Restrictions

10.1 Meaning of Beneficiary. Unless otherwise expressly identified herein, wherever reference is made herein to a "beneficiary," such reference shall be deemed to mean a person to whom the Trustee of a separate trust is then directed or authorized to distribute net income or principal, or both, from the trust estate of such trust, and wherever the facts and context require such construction, the term "beneficiary" shall be deemed to mean the plural form thereof.

10.2 Acts on Behalf of Beneficiaries Under Disabilities. All statements, accounts, written instruments, releases, notices or other documents required to be delivered to or executed by, and all powers exercisable by, a beneficiary, may be delivered to, executed by or exercised by the legally appointed conservator of an incompetent beneficiary or the legal guardian of the estate of a minor beneficiary, or if there is no guardian of the estate, by a parent of the minor; when so delivered, executed or exercised, they shall be binding upon said incompetent or minor beneficiary and his heirs, personal representatives of his estate and assigns, and shall be of the same force and effect as if delivered to, executed by or exercised by a beneficiary acting under no legal disability.

10.3 Disclaimer or Renunciation. Except as otherwise provided herein, any person who is a beneficiary or who is otherwise interested in any separate trust may at any time disclaim or renounce the whole or, from time to time, any part of an interest in such trust, either as to income or principal, or both, by an instrument in writing delivered to the Trustee. Thereafter, (a) in the case of a qualified disclaimer as defined in the Code (referred to in this Section as a "qualified disclaimer") such trust or the part thereof which shall have been so disclaimed shall be administered and distributed as if the interest

disclaimed had never been allocated to such person and (b) in the case of a disclaimer or renunciation other than a qualified disclaimer, such trust or the part thereof which shall have been so disclaimed or renounced shall be administered and distributed as if said person had died on the date of delivery of said written instrument, unless said written instrument shall provide for a different effective date, without having exercised any testamentary power of appointment granted to said person; provided, however, that such disclaimer or renunciation shall not, unless specifically so provided, affect the right of said person to receive subsequent distributions of principal or income from the trust estate of any separate trust created hereunder or otherwise (i) upon the death of any other person, (ii) upon the disclaimer or renunciation by any other person of any interest in any separate trust or (iii) pursuant to the exercise of any power of appointment by any other person. Notwithstanding the foregoing, no person who is a beneficiary of a trust for which the necessary election has been made to be treated as qualified terminable interest property pursuant to the Code and/or as a qualified subchapter S trust pursuant to the Code shall have the power to disclaim or renounce the whole or any part of his interest in such trust.

10.4 Spendthrift Provision. No income or principal distributable or to become distributable with respect to a separate trust shall be transferable, assignable, or subject to being in any manner whatsoever anticipated, charged or encumbered by any person beneficially interested in such separate trust, or subject to interference or control by any creditors of said person, or subject to any claim for alimony or for the support of a spouse pursuant to a decree of separate maintenance or separation agreement, or to being taken or reached by any legal or equitable process in satisfaction of any debt, liability or obligation of said person prior to its receipt by said person; provided, however, that the provisions of this Section shall not prevent (i) the exercise of, or transfer of income or principal pursuant to the exercise of, any power of appointment granted hereunder or (ii) the exercise of any power to disclaim or renounce the whole or any part of an interest in any separate trust created hereunder.

ARTICLE XI

Successor Trustees

11.1 Meaning of Trustee. Wherever reference is made herein to the "Trustee," such reference shall be deemed to include the singular and plural thereof wherever the context and facts require and to include any and all successor Trustees at any time acting as the Trustee of a separate trust, unless otherwise specifically provided herein to the contrary.

11.2 Resignation of Trustee. Any Trustee of any separate trust may resign at any time by written notice delivered to each Co-Trustee, if any, and to the resigning Trustee's successor as Trustee, if known, or if not known, to any beneficiary of such trust. The resignation, refusal, failure or inability of any Trustee to act as Trustee of any separate trust shall not prevent said Trustee from acting as Trustee of any other trust.

11.3 Powers, Rights and Duties of Successors. Unless a successor Trustee or Co-Trustee shall decline in writing to act as Trustee or Co-Trustee as provided in Section 11.5 hereof and except as otherwise provided herein, each successor Trustee or Co-Trustee shall automatically acquire, as of the date of receipt by said successor Trustee or Co-Trustee of the notice of vacancy required pursuant to Section 11.5 hereof, all of the right, title and interest in and to each asset of the trust estate and all powers and discretions which are then vested in his predecessor, without the necessity of any document or instrument of conveyance or transfer; provided, however, that any predecessor Trustee shall, to the extent possible, execute all documents and do all acts necessary or reasonably requested to vest and indicate such right, title and interest, powers and discretions in such successor Trustee or Co-Trustee.

11.4 Liability of Successors. No successor Trustee shall be liable for the acts or defaults of any predecessor Trustee, nor for any loss or expense from anything done or neglected to be done by any predecessor Trustee, but such successor Trustee shall be liable only for his own willful wrongdoing or gross negligence with respect to property received by him as Trustee. Any successor Trustee who shall be then acting as Trustee pursuant to a notice of vacancy shall not be guilty of any wrongdoing merely because he is acting as successor Trustee if it shall later be discovered that another has been designated as successor Trustee pursuant to any provisions herein.

11.5 Vacancy. Except as otherwise provided herein, a vacancy in the trusteeship or co-trusteeship of any separate trust shall be deemed to exist in the event of the death, resignation or refusal, failure or inability to act of any person acting, named herein or otherwise designated as Trustee or Co-Trustee of such trust. Notice of a vacancy in the trusteeship or co-trusteeship of any separate trust shall be effective if delivered to the next named or designated successor Trustee or Co-Trustee and any one of the other then acting Co-Trustees, if any, of such trust by an instrument in writing signed by the resigning Trustee, any other then acting Co-Trustee of such trust or a beneficiary of such trust. The next immediately named or designated successor Trustee or Co-Trustee shall be considered to have agreed to act as Trustee or Co-Trustee of such trust unless said person shall decline to so act in writing upon receipt of such notice; provided, however, that if said person shall not decline to so act but shall resign as Trustee or Co-Trustee within sixty (60) days of receipt of such notice after having conducted an environmental audit, review or assessment of trust property without having exercised any other trustee management powers or other control over such property, said person shall be considered to have declined to act as Trustee or Co-Trustee of such trust for purposes of relevant federal and state environmental laws.

11.6 Definition of Corporate Trustee. For purposes of this Agreement, "corporate trustee" shall mean any corporation, limited liability company or other entity authorized to conduct business as a bank or trust company under applicable State or Federal law or the laws of any appropriate jurisdiction outside the United States of America. If any corporate trustee at any time acting as Trustee of a separate trust shall be merged into or consolidated with or shall sell or transfer all or substantially all of its assets and business to any other corporate trustee, or shall be in any manner reorganized or reincorporated, the corporate trustee to which such sale or transfer shall be made or the corporate trustee resulting therefrom shall thereupon become the Trustee of such trust without any further act on the part of any Trustee or beneficiary of such trust.

11.7 Removal of Corporate Trustee. When a corporate trustee shall at any time be acting as Trustee or Co-Trustee of a separate trust, the individual beneficiary of such trust (or if there shall be more than one beneficiary, a majority in interest of the individual beneficiaries) may remove said corporate trustee with or without cause by delivering to said corporate trustee a written instrument, signed by said beneficiary or beneficiaries; provided, however, that (i) notwithstanding the appointment herein or other designation of a successor Trustee as provided in Section 11.9 hereof, such written instrument shall concurrently appoint a successor corporate trustee pursuant to the provisions of Section 11.8 hereof and (ii) if there shall be only one individual beneficiary, such written instrument must also be signed by one or more persons (other than said individual beneficiary acting in the capacity of a guardian or conservator of a minor or any person under other legal disability) to whom the Trustee would have allocated a share of the trust estate of such trust if said beneficiary had died on the date of such written instrument and no power of appointment with respect to such trust had been exercised.

11.8 Appointment of Successor Corporate Trustee. Unless there shall be a successor Trustee appointed herein or otherwise designated as provided in Section 11.9 hereof, in the event of the resignation or refusal to act of a corporate trustee as Trustee of a separate trust, a successor corporate trustee to fill the vacancy in the trusteeship so occurring shall be appointed by the individual beneficiary of such trust (or if there shall be more than one beneficiary, by a majority in interest of the individual beneficiaries) by an instrument in writing delivered to the resigning corporate trustee and the successor corporate trustee so appointed; provided, however, that any successor corporate trustee so appointed must be a corporate trustee having a capital and surplus of not less than Two Million Dollars (\$2,000,000). The powers granted to a beneficiary of a separate trust pursuant to Section 11.7 hereof and this Section 11.8 may be completely and irrevocably released by written instrument signed by said beneficiary or beneficiaries and delivered to the corporate trustee of such separate trust.

11.9 Power to Designate Successor Trustees. If one or more persons named herein or designated as provided herein shall have the "power to designate successor Trustees" of a separate trust, such person or persons shall sometimes be referred to individually as a "designator" and collectively as "designators". A designator or all designators, acting unanimously or as otherwise directed, may establish a plan of succession (a "Plan") to (a) fill any vacancy in the trusteeship of a separate trust at any time by designating such one or more persons or combinations of persons as successor Trustees or Co-Trustees or (b) designate any one or more persons to act as Co-Trustee with the then acting Trustee of a trust; provided, however, that no person may be so designated if said person shall be deemed to be the grantor of such trust for federal estate or gift tax purposes; and provided, further, that if a designator shall be both a beneficiary and the sole Trustee of a trust, (x) then no person who is a related or subordinate party (as defined in Section 672© of the Code) to said designator may be so designated as a Trustee or Co-Trustee of such trust except upon the death or inability to act of the designator and (y) if the designator

designates a person or persons to act as Co-Trustee or Co-Trustees with him, then thereafter, and as long as said designator shall be acting as a Trustee of such trust, there shall be at least one Co-Trustee to act with said designator. A Plan shall be made by an instrument in writing signed by the designator or designators, as the case may be, and delivered to (i) any then acting Trustee of such trust, if the designator shall not be the sole acting Trustee or the designators shall not be the sole acting Co-Trustees of such trust, or (ii) either a beneficiary or the grantor of such trust, if the designator shall be the sole acting Trustee or the designators shall be the sole acting Co-Trustees of such trust. Any Plan shall apply both to such separate trust and, unless otherwise provided in the Plan, any successor trust. The designator or designators, as the case may be, may provide that a vacancy in the co-trusteeship of a separate trust shall not be filled if at least one or more Trustees shall then be acting or one or more persons shall then be able and willing to act as such Trustee. Unless the provisions of this Agreement or a Plan shall expressly provide to the contrary, (a) the persons designated as successor Trustees in any Plan shall serve as Trustee prior to the persons heretofore appointed in this Agreement and (b) any Plan shall be effective only to supplement and not to revoke any previously existing Plan. If no Plan shall have been delivered as required hereunder within thirty (30) days of a vacancy in the trusteeship or co-trusteeship of a separate trust, then the designator or designators, as the case may be, shall be conclusively presumed to have not made a Plan with respect to such trust. Any successor Trustee named by one or more designators shall be a designator only if the power to designate successor Trustees shall be expressly granted by the terms of this Agreement or the Plan.

11.10 Successor Trustee if No Person Named Herein or Designated Is Willing and Able to Act as Trustee. In the event that there shall be a vacancy in the trusteeship of a separate trust and there shall be no person named herein or otherwise designated in a Plan who shall be willing and able to act as Trustee to fill such vacancy, the individual beneficiary of such trust (or if there shall be more than one individual

beneficiary, then a majority in number of the individual beneficiaries of such trust) shall have the power to designate successor Trustees. If there is no individual beneficiary, then a majority in number of the persons to whom the trust estate would then be allocated if such trust was terminated shall have the power to designate successor Trustees.

11.11 Revocation or Release. A designator may at any time while acting as a designator revoke any designation made or a Plan established by him and any designator may completely and irrevocably release the power to designate successor Trustees. Such revocation or release shall be made in the same manner as is herein provided for making such designation or establishing a Plan; provided, however, that no such revocation or release shall be effective to remove any then acting Trustee. Upon any such revocation of a designation or a Plan, the designator shall have the same power to designate successor Trustees as he had before he exercised his power to designate successor Trustees and his revocation thereof.

11.12 Successor Trust. As used herein, the term "successor trust" shall mean any trust created upon the complete or partial termination of a trust, by death of a beneficiary or otherwise, or by the exercise of any power held by a Trustee to create, divide or merge trusts; provided, however, that the term "successor trust" shall not include a trust created by an exercise of a power of appointment over a separate trust hereunder (the "Donee Trust") unless such exercise shall direct that the Donee Trust shall be held, administered and distributed pursuant to the terms of this Agreement.

ARTICLE XII

Construction

12.1 Trust Estate. As used herein with respect to any separate trust, the term "trust estate" shall include all property initially or subsequently received by the Trustee as gifts or contributions, all investments and reinvestments of any such property, all other property which the Trustee shall have received or be entitled to receive from any source and all accrued and undistributed income of such trust which is not required to be distributed, subject to all debts of such separate trust and all liens or other encumbrances on the property owned by such trust.

12.2 Pronouns. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction.

12.3 Headings. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

12.4 Descendants. As used herein, the following terms shall have the indicated meanings: (a) the term "descendant" shall be interchangeable with the term "issue" and shall mean a descendant in the first, second or any other degree of the designated ancestor or ancestors; (b) the term "child" shall mean a descendant in the first degree of the designated parent or parents; and (c) the term "grandchild" shall mean a descendant in the second degree of the designated grandparent or grandparents. An adopted child and the descendants of any such adopted child shall be regarded as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or parents and shall be so regarded for all purposes herein. Notwithstanding the foregoing, for all purposes of this Section

12.4, a person born out of wedlock shall be considered to be a descendant of the natural father and his ancestors, but only if the natural father shall have acknowledged paternity.

12.5 Heirs-at-Law. As used herein, the term "heirs-at-law" shall mean those individuals other than creditors who would receive the personal property of the designated individual under the laws of the state of said individual's domicile, as of the date of said individual's death, then in force, as if said individual had died intestate on the date stipulated for distribution, domiciled in said state without spouse surviving and in such shares as if said individual had owned only the property to be distributed or the property constituting the trust estate of the trust to be distributed among such heirs-at-law.

12.6 Per Stirpes. As used herein, the term "per stirpes" shall have its accepted legal meaning; for example, if a distribution is to be made "per stirpes" to the descendants of a specified individual and one or more of said specified individual's children shall be deceased but shall be survived by a then living child or children (and no child or children of said deceased child of said specified individual shall then be deceased), then the share which would otherwise have been distributable to each such deceased child of said specified individual had such child then been living shall be distributed in equal shares to the then living child or children of each such deceased child, with the effect that the child or children of each such deceased child of said specified individual shall receive by right of representation the share which his or their parent would have received had such parent then been living, and this shall apply if all of the children of said specified individual shall be deceased.

12.7 Spouse. As used herein, the term "spouse" shall mean, unless otherwise described by name herein, the individual to whom a specified individual shall be legally married at any time and from time to time, or to whom such specified individual shall have been legally married at the date of his or her

death. An individual shall not be deemed to be legally married to any specified individual if, at the time such status is to be determined, such individual shall be divorced from or legally separated from said specified individual or shall have ceased cohabiting with said specified individual on a resident, continuing, conjugal basis for other than medical reasons. The determination of the status of "spouse" shall be made by the Trustee as of the date of any distribution, exercise of power of appointment or withdrawal, and such determination shall be final and binding on all parties. The Trustee shall incur no liability for any good faith determination. For purposes hereof, an individual who shall have been a spouse and later determined not to be a spouse pursuant to the provisions of this Section 12.7 shall be treated as if such individual died on the date of such later determination.

12.8 Code. The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

12.9 Person and Charitable Organization. For purposes hereof, the term (a) "person" shall mean an individual, trust, estate, partnership, association, company or corporation, including, but not limited to, any such legal entity which is a charitable organization and (b) "charitable organization" shall mean an institution which, on the date of distribution or exercise of power of appointment, shall qualify as an organization described in Section 170(c), 2055(a) or 2522(a) of the Code or any similar successor or replacement section enacted by future legislation.

12.10 Interpretation. This Agreement shall be construed and administered and the validity of each separate trust created hereunder shall be determined in accordance with the laws of the State of Illinois.

ARTICLE XIII

Generation-Skipping Provisions

13.1 Definitions Relating to the Tax on Generation-Skipping Transfers. As used herein, the following terms shall have the following meanings:

- (a) the term "generation-skipping tax" (sometimes referred to herein as "GST") shall mean the tax imposed under Chapter 13 of the Code on a generation-skipping transfer;
- (b) the reference to a trust as "totally exempt from the generation-skipping tax" or "totally exempt from the GST" shall mean any trust which shall have a GST inclusion ratio of zero;
- (c) the reference to a trust as "totally subject to the generation-skipping tax" or "totally subject to the GST" shall mean any trust which shall have a GST inclusion ratio of one;
- (d) the reference to a trust as "partially exempt from the GST" shall mean any trust which shall have a GST inclusion ratio of less than one but more than zero;
- (e) the term "the GST exemption" shall refer to the relevant transferor's exemption from the GST as provided in the Code;
- (f) the term "available GST exemption" shall refer to the transferor's GST exemption that has not been allocated by (i) the transferor, the transferor's Executor or operation of law to property transferred by the transferor during his lifetime or (ii) the transferor's Executor to property which is transferred in a direct skip occurring at the death of the transferor other than as a result of a disclaimer;
- (g) the term "the Grantor's unused generation-skipping tax exemption" shall refer to the Grantor's GST exemption that has not been allocated by (i) the Grantor or operation of law to property transferred by the Grantor during his lifetime or (ii) the Grantor's Executor to property transferred by the Grantor during his lifetime or to property transferred at the Grantor's death, including allocation of such exemption to any trust created hereunder or to any trust to which a distribution is directed to be made hereunder, other than a trust which would qualify for the marital deduction under the Code;
- (h) the term "Executor" shall mean the legal representative of a person's estate at any time qualified to act and acting as executor of a person's Will and any and all administrators and personal representatives; and
- (i) the terms "direct skip", "GST inclusion ratio", "transferor", "skip persons" and "non-skip persons" shall have the meanings provided in Chapter 13 of the Code.

13.2 Allocation of GST Exemption and Exercise of Certain Elections. For all purposes hereunder, the Trustee may rely on a written notice delivered to the Trustee by the Grantor's or other transferor's Executor within nine (9) months of the Grantor's or other transferor's date of death as to the amount of the Grantor's or other transferor's available GST exemption, the amount of the Grantor's unused generation-skipping tax exemption and the intended allocation of the Grantor's or other transferor's available GST exemption. In the event that the Trustee shall be the executor, as defined in Section 2203 of the Code, with respect to any portion of the Grantor's property, the Trustee shall be authorized (i) to allocate any portion of the Grantor's available GST exemption to any property as to which the Trustee shall be the Grantor's Executor and as to which the Grantor shall be the transferor, including any property transferred by the Grantor during the Grantor's lifetime; (ii) to elect out of any deemed or automatic allocation or revoke any prior election out; (iii) to exercise the special election provided in Section 2652(a)(3) of the Code, or any successor or similar subsection in effect as of the date of the Grantor's death, as to the Exempt Marital Trust, if any, created hereunder; and (iv) except as otherwise provided in Section 13.5 hereof, in making any allocation of the Grantor's available GST exemption hereunder, to allocate in the Trustee's sole and absolute discretion, such exemption equally or unequally among trusts created for the benefit of any one or more of the Grantor's descendants or other skip persons.

13.3 Allocations From Trusts Upon Termination. In making any allocations from the trust estate of any trust hereunder upon the termination of such separate trust, the Trustee shall consider that it is the Grantor's desire to provide the opportunity to maximize the benefit of the GST exemption in the aggregate for future generations. For example, except as otherwise provided in Section 13.5 hereof, if both a trust which is totally exempt from the GST and a trust which is totally subject to the GST shall terminate simultaneously and the trust estates of such trusts shall be allocated among the same persons,

the Trustee is authorized, in his sole and absolute discretion, to allocate the trust estate of each such trust so that the total value of all assets allocated to each person shall be equal to the amount said person shall otherwise be entitled to receive hereunder, but the Trustee need not allocate the trust estate of each such trust in the same proportions to each said person if the Trustee shall determine that a different allocation is more likely than not to provide the opportunity to maximize the benefit of the GST exemption in the aggregate to future generations. In no event shall this Section be construed to give any person a larger or smaller share of assets in the aggregate than otherwise provided herein.

13.4 Discretionary Distributions from Related Trusts. In exercising discretion to distribute all or any part of either the net income or principal, or both, of a separate trust, the Trustee of such trust is requested, but is not required, to take into consideration the effect of the GST on any such distribution to the extent consistent with the Trustee's fiduciary obligation. In particular, if a beneficiary is a permissible current recipient of income or principal, or both, of more than one trust hereunder, the Trustee is hereby authorized, to the extent possible, in his sole and absolute discretion, to make discretionary distributions as follows:

- (a) if such beneficiary is a skip person, such distributions may be made first from the trust estate of a trust which is totally exempt from the GST, second from the trust estate of a trust which is partially exempt from the GST, and third from the trust estate of a trust which is totally subject to the GST; provided, however, that if a distribution is to be made for medical and tuition expenses directly to the provider of the services, such distribution shall be made first from the trust estate of a trust which is totally subject to the GST if such distributions are excluded from the definition of generation-skipping transfers under the Code; and
- (b) if such beneficiary is a non-skip person, such distributions may be made first from the trust estate of a trust which is totally subject to the GST, second from the trust estate of a trust which is partially exempt from the GST, and third from the trust estate of a trust which is totally exempt from the GST.

13.5 Limitation on Authority of Trustee. No Trustee who is also a beneficiary hereunder (other than the Grantor's spouse) shall participate in exercising the powers granted under Sections 13.2(iv) or 13.3 hereof if the dispositive provisions of a trust of which such Trustee shall be a beneficiary will vary depending upon the extent, if any, to which any transferor's GST exemption is allocated to such trust. In the event that there shall be no Trustee who shall qualify to exercise such powers, the Trustee shall not have the power granted under Section 13.3 hereof and, with respect to the power granted under Section 13.2(iv) hereof, is directed to allocate the Grantor's available GST exemption pro rata among those trusts of which one or more individuals are beneficiaries in proportion to the value of the assets to be allocated to such trusts.

13.6 Additional Trustee Powers. In addition to the other powers contained in this Agreement, the Trustee shall have and may exercise, in his sole and absolute discretion, the additional powers granted under this Section. The provisions of this Section 13.6 are intended to enable the Trustee to segregate property (i) that is totally exempt from the GST from property that is totally subject to the GST or (ii) that is otherwise treated differently from other trust property for purposes of the GST. Therefore, notwithstanding anything contained herein to the contrary, the following shall apply:

- (a) If a trust to be created hereunder (the "recipient trust") would otherwise be partially exempt from the GST after the intended allocation of any transferor's available GST exemption to the recipient trust, then, prior to such intended allocation and as of the valuation date applicable in determining the GST inclusion ratio of the recipient trust with respect to such allocation, the Trustee is authorized to create two separate trusts, one of which will be totally exempt from the GST and one of which will be totally subject to the GST. One trust shall receive a fractional share of the total value of the assets of the recipient trust equal to the quotient derived by dividing the transferor's available GST exemption by the total value of the assets of the recipient trust; the transferor's entire available GST exemption shall be allocated to that trust, so that it will be totally exempt from the GST. The remaining assets that otherwise would have been allocated to the recipient trust shall be allocated to the other separate trust, which will be totally subject to the GST.

- (b) If for any reason, a trust being administered hereunder is partially exempt from the GST (a "partially exempt trust"), the Trustee at any time may sever such trust into two separate trusts, one of which will be totally exempt from the GST and one of which will be totally subject to the GST. One trust shall receive, pursuant to the severance, a fractional share of the total value of the assets of the partially exempt trust equal to the applicable fraction (as defined for purposes of determining the GST inclusion ratio of the partially exempt trust) of the partially exempt trust immediately prior to its severance, and such trust shall be totally exempt from the GST. The remaining assets held by the partially exempt trust shall be allocated to the other separate trust, and such trust shall be totally subject to the GST.
- (c) If property which is to be added to or allocated to a trust which is totally exempt from the GST would cause such trust to be partially exempt from the GST, the Trustee is authorized to hold such property as a separate trust in lieu of adding such property to such trust.
- (d) The trusts created pursuant to this Section 13.6 shall be treated as separate trusts, (i) each of which shall be held, administered and distributed under the same terms and conditions as the original trust except with respect to differing provisions hereunder for trusts which are totally exempt from the GST and (ii) which shall collectively sometimes be referred to herein as "related trusts."
- (e) The provisions of this Section 13.6 are intended to cause any severance effected pursuant to subsections (a) or (b) hereof to be a "qualified severance" within the meaning of Chapter 13 of the Code and the applicable regulations thereunder; and the provisions of this Section 13.6 shall be construed in a manner that is consistent with this intent. The Trustee also may effect a qualified severance hereunder by any other method that may be authorized by the regulations promulgated from time to time pursuant to Chapter 13 of the Code, and all such regulations, as amended from time to time, are incorporated herein by this reference. Unless applicable regulations under Chapter 13 of the Code require otherwise, if any trust is severed on a fractional basis, the separate trusts need not be funded on a pro rata basis; provided, however, if funding is on a non-pro rata basis, the Trustee shall fund the related trusts based on either the fair market value of the assets on the date of funding or in a manner that fairly reflects the net appreciation or depreciation in the value of the assets measured from the valuation date to the date of funding, as required under Chapter 13 of the Code.

13.7 Funding Pecuniary Amounts. The Trustee is hereby authorized to select and distribute assets to fund any pecuniary amount hereunder to which it is intended that any transferor's GST exemption will be allocated or to which any transferor's GST exemption is allocated as follows:

- (a) If such pecuniary amount is satisfied in kind, the Trustee shall distribute property to satisfy the pecuniary amount based on its value as finally determined for federal estate

tax purposes (or, if acquired after death, at its federal income tax basis) and shall select property in such manner that fairly represents net appreciation or depreciation in the value of the property then available to pay such pecuniary amount measured from the date of the transferor's death to the date, or dates, of such allocation.

- (b) The Trustee shall either (i) irrevocably set aside property, in cash or kind, to satisfy the pecuniary amount within fifteen (15) months of the transferor's death or (ii) pay interest on such pecuniary amount at the minimum amount required by applicable federal law to qualify such pecuniary amount as totally exempt from the GST as of the date of death of the transferor; provided, however, that if the pecuniary amount is intended to qualify for the marital deduction from federal estate tax, the Trustee is directed in all events to allocate to such pecuniary amount a pro rata share of the income earned by the assets from which such pecuniary amount is to be funded between the date of the Grantor's death and the date of funding such pecuniary amount.
- (c) In no event shall such distribution of assets be made in a manner which would prevent the allocation of the GST exemption to the pecuniary amount to be funded.

13.8 Contingent General Power of Appointment. Notwithstanding the provisions of Section 9.4 of Article IX hereof, if, without regard to the provisions of this Section 13.8 and after taking into consideration any automatic allocation of a transferor's GST exemption, upon the death of a beneficiary of any separate trust hereunder, the trust estate of such trust would (a) be totally subject to the GST and (b) be distributed to or for the benefit of skip persons, then in addition to any other power of appointment granted hereunder, said beneficiary may appoint all or any portion of the trust estate of such trust outright to said beneficiary's estate.

13.9 Trustee Liability. No Trustee of any separate trust shall be liable to any beneficiary of any separate trust hereunder for any loss, liability, expense or damage to the trust estate of such trust with respect to or as a consequence of the exercise or lack of exercise of any power or discretion under this Article or as a consequence of making distributions or electing not to make distributions from any separate trust hereunder pursuant to powers contained in this Article, which acts or omissions were made in good faith in the administration of all trusts hereunder of which such Trustee is acting as trustee

(including acts or omissions in reliance on opinion of counsel) and in any event a Trustee shall be liable only for his own willful default, wrongdoing or gross negligence, but not for honest errors of judgment.

IN WITNESS WHEREOF, the Grantor and the Trustee have each executed this instrument on the date first shown above.

[Redacted Signature]

Jeffrey T. Liesendahl, Grantor

[Redacted Signature]

Jeffrey T. Liesendahl, Co-Trustee

[Redacted Signature]

Pamela J. Liesendahl, Co-Trustee

COURT REPORTER AGREEMENT

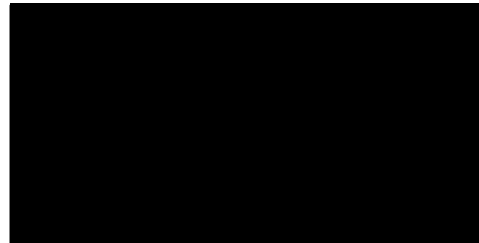
CHECK ONE OF THE FOLLOWING:



I authorize the County to act on my behalf to retain a Certified Shorthand Reporter to transcribe the public hearing and provide a transcript to the Zoning Board of Appeals. I further agree to pay the Reporter reasonable fees for his/her services. If I do not pay the Reporter and the County is invoiced and pays the Reporter, I agree to reimburse the County. If the County sues to obtain reimbursement, I agree to pay the County its reasonable attorney's fees in bringing suit and obtaining a judgment.



I will furnish a Certified Shorthand Reporter to transcribe the public hearing and provide a transcript to the Zoning Board of Appeals. I realize that the failure to do so may result in the continuation of the public hearing in which case I agree to reimburse the County for all additional expenses caused by such continuation.



THIS SIGNED AGREEMENT MUST ACCOMPANY YOUR APPLICATION