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**AMENDMENT AND RESTATEMENT OF
THE KURT VODERBERG LIVING TRUST
DATED MARCH 18, 1999**

There is presently in full force and effect a Trust Agreement dated March 18, 1999, between myself, KURT VODERBERG, of Wilmette, Illinois, as Settlor, and myself, KURT VODERBERG, as Trustee, known as THE KURT VODERBERG LIVING TRUST. The Settlor reserved the right to amend the Trust Agreement at any time and from time to time in Section 3 of said Agreement. The Settlor now wishes to amend the Trust and does hereby amend and completely restate the Trust as follows:

Section 1. Name of Trust. The trust shall continue to be known as "THE KURT VODERBERG LIVING TRUST."

Section 2. Family. I am married to SOPHIE VODERBERG, and she is herein referred to as "my wife." I have four children now living, namely: MARY VODERBERG, JILL C. VODERBERG LASHER, JOHN C. VODERBERG and PAUL K. VODERBERG, all from my previous marriage; and my wife has one child now living, namely: HANS DUFFT, from her previous marriage. I hereby specifically state that throughout this instrument whenever the term "my children" (or any variation thereof) is used, said term shall refer to and include all of my children and my wife's son, as aforesaid, it being my intention that all five of said children shall be considered to be my children for all purposes under this instrument.

Section 3. Right to Amend or Revoke. During my lifetime, I may at any time amend this Agreement by a written amendment provided that the duties, liabilities and compensation of the Trustee shall not be changed without the Trustee's written approval. I may also revoke this Agreement in whole or in part during my lifetime by written instrument other than my Will and upon receipt of a written revocation, the Trustee shall deliver the trust property to which such revocation relates as I shall direct. The powers hereunder are personal to me and may not be exercised by my legal representative, attorney-in-fact or others.

Section 4. Lifetime Income and Principal. During my lifetime, the Trustee shall pay the trust income and principal as I direct in writing, except that during any time I am disabled, the Trustee may pay any part or all of such income and principal as the Trustee deems necessary or advisable for the comfortable support, medical care, education and best interests of myself and any person dependent upon me. Any income not so paid shall be added to principal.

Section 5. Taxes, Debts and Administration Expenses. Upon my death, and to the extent the Trustee determines that the assets of my probate estate which have a readily realizable market value are insufficient, the Trustee shall pay all estate and inheritance taxes, including interest and penalties, payable by reason of my death, and the Trustee may, in the Trustee's discretion, pay all of my legal obligations, expenses of my last illness, burial, and costs of administration (including any ancillary) as the Trustee considers reasonable. The Trustee shall make all such payments from trust principal and such payments may be made directly or otherwise

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Section 8.

A. The Trustee shall hold, manage and distribute the entire Marital Trust upon the following terms and conditions:

1. The trustee shall pay the entire net income of the Marital Trust to my wife in quarter annual or more frequent installments. If the trust is the beneficial owner of any retirement account, the trustee shall pay to my wife by the end of each calendar year sufficient funds of the trust income and principal so that there will not be any violation of the distribution rules under ERISA or any related provisions of the U.S. Income Tax Code and furthermore if at any time the government contests the validity of the trust being the beneficiary of said retirement funds, said retirement funds shall be transferred to my wife, as beneficiary.

2. The Trustee shall also pay to my wife as much of the principal of the Marital Trust as the Trustee, in its sole judgment, deems necessary or advisable to assure her care, comfort, support, maintenance and medical attention (including any hospital and institutional care). The Trustee shall pay principal from the Marital Trust for such purposes before resorting to principal from any other trust in which she has an interest under this instrument unless the assets of the Marital Trust shall be of such a nature that they cannot, in the sole judgment of the Trustee, be advantageously used for such purpose.

3. Upon the death of my wife, the Trustee shall pay and distribute any accrued, accumulated or unpaid net income from the Marital Trust to the legal representative of her estate, and the Trustee shall add all of the principal of the Marital Trust to the principal of the Family Trust hereinafter created.

B. Upon my death, The Trustee shall hold, manage and distribute the Family Trust upon the following terms and conditions:

1. Until my wife's death, the Trustee shall pay to my wife the income from the Family Trust in convenient installments, at least quarterly. The Trustee may also pay to my wife such sums from principal as the Trustee deems necessary or advisable from time to time for her health and maintenance in reasonable comfort, but shall make no invasion of the Family Trust for my wife so long as any readily marketable assets remain in her individual name. The Trustee may make payments to or for the benefit of my wife until my wife's death and may exhaust the principal. My concern is primarily for the support and comfort of my wife rather than the preservation of the principal for distribution upon termination of the trust.

2. After my wife's death, the Trustee shall divide the trust estate, as then constituted, as follows:

a) The first Two Hundred Thousand Dollars (\$200,000) shall be distributed as follows:

i) One-third (1/3) to JILL VODERBERG LASHER, if she survives me, or if she does not survive me, to her then living descendants, if any, per

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(d) The insurance company shall not take notice of the provisions of this Agreement or see to the application of the policy proceeds, and the Trustee's receipt to the insurance company shall be a complete release for any payment made and shall bind every beneficiary under this Agreement.

(e) The trust shall be operative with respect to the proceeds of the policy at the death of the insured thereunder, after deducting all charges by way of advances, loans or otherwise in favor of the owner or owners or any other person.

Section 16. Investment Control. During my lifetime except during any time I am disabled, I shall retain the authority and power:

(a) To direct the retention, sale or purchase of trust property and no property of the trust shall be sold or purchased without my prior written direction. The Trustee shall not be liable for any loss or losses that result from following any direction of mine, and the Trustee shall have no responsibility to review the investment of trust property or to make recommendations relating thereto.

(b) To lease, insure, collect rents for the rental of, pay taxes on and otherwise manage and control all real estate included among the trust property, and the Trustee shall have no duty or responsibility to inquire into the application of rental income or for the management or control of real estate.

Section 17. Governing Law. Initially, the law of the State of Illinois shall govern the validity and interpretation of the provisions of this Agreement; thereafter, the law of the state in which the trust property shall from time to time have its situs for administration shall govern the validity and interpretation of the provisions of this Agreement.

Section 18. Additions. I or any other person may transfer, devise or bequeath additional property to the Trustee to be held under this Agreement and may designate the trust to which the addition shall be made. If the addition is made by will, the Trustee shall accept the statement of the legal representative that the assets delivered to the Trustee constitute all of the property to which the Trustee is entitled, without inquiring into the representative's administration or accounting.

The Trustee and I have executed this Agreement on this 12th day of Sept, 2001.



 KURT VODERBERG, Settlor



 KURT VODERBERG, Trustee

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BANK ONE

Bank One Plaza
55 West Monroe Street
14th Floor (IL1-0135)
Chicago, Illinois 60670-0135

Alfred R. Lipton, Trustee
All Trusts under the
Kurt Voderberg Living Trust
Mandel, Lipton and Stevenson Limited
203 North LaSalle Street, #2210
Chicago, Illinois 60601

Sophie Voderberg, Beneficiary
1440 Sheridan Road, Unit 706
Wilmette, Illinois 60606

John Voderberg, Beneficiary
c/o Clayton House
2026 North Clark Street
Chicago, Illinois 60614

Mary Voderberg, Beneficiary
6510 ½ North Ashland Avenue
Apartment 4B
Chicago, Illinois 60626

RE: The Kurt Voderberg Living Trust Dated March 18, 1999, as Amended

Dear Mr. Lipton, Mrs. Voderberg, Mr. Voderberg, and Ms. Voderberg:

We hereby decline to act as Co-Trustee to the aforementioned trust.

BANK ONE

By Denise M. Baranowski
Vice President