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QUIT CLAIM DEED

Doc# 1829216127 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/19/2018 04:34 PM PG: 1 OF 26

Above Space for Recorder's use only

Joseph P. Scalzitti, a natural person, in the capacities of the Trustee of the Alfred F. Scalzitti Family Trust, the Trustee of the Genevieve L. Scalzitti Trust, and individually and as the sole child of the decedents Alfred F. and Genevieve L. Scalzitti, for ten dollars (\$10) and other good and valuable consideration, hereby grants and quitclaims unto myself, Joseph P. Scalzitti, individually, of El Paso, Texas, all my rights, title and interests, under and through all capacities I may hold title, in and to the following described real estate in Cook County, Illinois:

Lot 14 in Block 8 in L.M. Jacobson's Norwood Park Addition to Chicago, being a subdivision of that part of the East 1/2 of the South East 1/4 of Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 5625 N. Oketo
City, State, and Zip: Chicago, IL 60631
Real Estate Index Number: 12-01-411-032-0000

Meaning and intending to convey all right, title and interest in and to said property to myself, individually, consistent with the Affidavit of Title recorded herewith, to have and to hold title to said real property, together with and subject to all rights, covenants and appurtenances of record running with or against the land.

Dated this 10th day of AUGUST, 2018.

Joseph P. Scalzitti, Individually

Joseph P. Scalzitti, Trustee Aforesaid

STATEMENT BY GRANTOR AND GRANTEE

The grantor and grantee, being one in the same person, affirms the name of the grantor and grantee as shown in the Quitclaim Deed, in each of his capacities stated, is a natural person, recognized as a person to do business or acquire title to real estate under the law of the State of Illinois.

Grantor and Grantee

REAL ESTATE TRANSFER TAX		19-Oct-2018
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00
12-01-411-032-0000 20181001610891 0-024-661-152		

CCRD REVIEWER Exhibit attached 26pgs + G-C

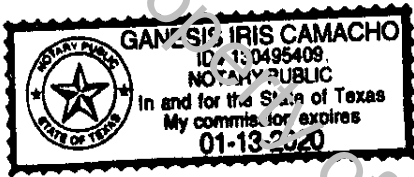
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State of Texas)
 County of El Paso)

SS.

I am a notary public for the County and State above. I certify Joseph P. Scalzitti, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me on the date below and acknowledged under oath that he signed and delivered this instrument as his free and voluntary act, for the uses, conditions, representations and purposes therein set forth.

Given under my hand and official seal, this 10 day of August, 20 18.




Ganesis Iris Camacho
 Notary Public

Mail to: Joseph P. Scalzitti
Name & Address of Taxpayer: Joseph P. Scalzitti
 6064 Laguna Vista Drive
 El Paso, TX 79932

THIS TRANSFER IS
 EXEMPT UNDER THE PROVISIONS OF
 PARAGRAPH e OF SECTION 4, OF THE
 REAL ESTATE TRANSFER ACT

Date: 8-10-18

Joseph P. Scalzitti
 Signature of Grantor / Grantee or Representative

REAL ESTATE TRANSFER TAX	18-Oct-2018
 CHICAGO:	0.00
CTA:	0.00
TOTAL:	0.00 *
12-01-411-032-0000 20181001610891 0-657-132-704	
*Total does not include any applicable penalty or interest due	

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GRANTOR/GRANTEE AFFIDAVIT: STATEMENT BY GRANTOR AND GRANTEE AS REQUIRED BY §55 ILCS 5/3-5020 (from Ch. 34, par. 3-5020)

GRANTOR SECTION

The **GRANTOR** or her/his agent, affirms that, to the best of her/his knowledge, the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (ABI) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or another entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: 9 | 11 | 2018

SIGNATURE: Joseph P. Scalzitti
GRANTOR or AGENT

GRANTOR NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTOR signature.

Subscribed and sworn to before me, Name of Notary Public:

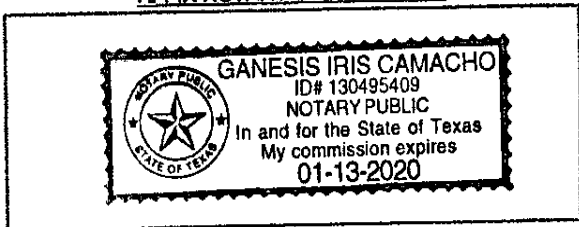
Ganesis I. Camacho

By the said (Name of Grantor): JOSEPH P. SCALZITTI, TRUSTEE
AforeSAID

On this date of: 9 | 11 | 2018

NOTARY SIGNATURE: [Signature]

AFFIX NOTARY STAMP BELOW



GRANTEE SECTION

The **GRANTEE** or her/his agent affirms and verifies that the name of the **GRANTEE** shown on the deed or assignment of beneficial interest (ABI) in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

DATED: 9 | 11 | 2018

SIGNATURE: Joseph P. Scalzitti
GRANTEE or AGENT

GRANTEE NOTARY SECTION: The below section is to be completed by the NOTARY who witnesses the GRANTEE signature.

Subscribed and sworn to before me, Name of Notary Public:

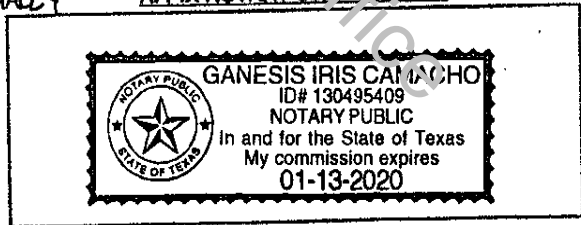
Ganesis I. Camacho

By the said (Name of Grantee): JOSEPH P. SCALZITTI, INDIVIDUALLY

On this date of: 9 | 11 | 2018

NOTARY SIGNATURE: [Signature]

AFFIX NOTARY STAMP BELOW



CRIMINAL LIABILITY NOTICE

Pursuant to Section 55 ILCS 5/3-5020(b)(2), Any person who knowingly submits a false statement concerning the identity of a **GRANTEE** shall be guilty of a **CLASS C MISDEMEANOR** for the **FIRST OFFENSE**, and of a **CLASS A MISDEMEANOR**, for subsequent offenses.

(Attach to **DEED** or **ABI** to be recorded in Cook County, Illinois if exempt under provisions of the **Illinois Real Estate Transfer Act: (35 ILCS 200/Art. 31)**

UNOFFICIAL COPY*Exhibit***AFFIDAVIT OF TITLE**

State of TEXAS)
) SS.
 County of El Paso)

The undersigned affiant Joseph P. Scalzitti, being duly sworn, on oath says:

1. I am the sole child of Alfred F. and Genevieve L. Scalzitti, formerly of Chicago, Illinois.
2. On April 18, 2006, by Warranty Deed, Alfred F. Scalzitti and Genevieve L. Scalzitti granted each other as husband and wife, tenants by the entirety, title to the real property known and numbered 5625 N. Olcott, Chicago, Illinois, PIN 12-01-411-032-0000. (See Cook County Recorder of Deeds document 061818026, recorded on April 28, 2006).
3. On April 18, 2006, Alfred F. Scalzitti declared the Alfred F. Scalzitti Trust (See Exhibit to Cook County Recorder of Deeds Disclaimer document 0625439021, recorded on September 11, 2006).
4. On April 18, 2006, Genevieve L. Scalzitti declared the Genevieve L. Scalzitti Trust, (A true and accurate copy of Trust, including all known Amendments, is attached hereto as Exhibit A). At the time of declaration, Genevieve did not convey her interest in the Property to her Trust.
5. On May 25, 2006, Alfred F. Scalzitti died (See Exhibit to Disclaimer document 0625439021).
6. On July 5, 2006, Genevieve L. Scalzitti executed a Disclaimer of Interest regarding her survivorship interest under the April 18, 2006 deed (Disclaimer Document 0625439021).
7. As a result of said Disclaimer, Alfred F. Scalzitti's interest in the Property remained in his Estate.
8. On July 14, 2006, the Will of Alfred F. Scalzitti was filed in Cook County Probate Court, docket 2006P005020, and I became Executor (See copy of Will as Exhibit B to Disclaimer Document 0625439021).
9. Pursuant to Article Fourth (Residue) of the Will, Alfred F. Scalzitti's interest in the Property was bequeathed to his April 18, 2006 Trust through the residual clause.
10. On March 7, 2008, in my capacity of successor Trustee of the Alfred F. Scalzitti declaration of Trust, I conveyed Alfred F. Scalzitti's interest of the Property to a Family Trust

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established under Article Fifth of the Alfred F. Scalzitti Trust (See Cook County Recorder of Deeds Trustee's Deed document 08034032 recorded March 20, 2008).

11. On March 7, 2008, Genevieve L. Scalzitti, individually as a widow not since remarried, conveyed her interest in the Property, as holder of one-half interest in the Property after Disclaimer of her "tenants by the entirety" right of survivorship, to me as the successor Trustee of her own Genevieve L. Scalzitti Declaration of Trust dated April 18, 2006 (successor Trustee status confirmed in her deed). (See Deed in Trust document 0808034031 recorded March 20, 2008).

12. On March 31, 2018, Genevieve L. Scalzitti died (State of Texas Certificate of Death attached hereto as Exhibit B).

13. At the time of Genevieve L. Scalzitti's death, one half ownership interest in the Property was held by me as Trustee of the Alfred F. Scalzitti Family Trust and the other half ownership interest of the Property was held by me as successor Trustee of the Genevieve L. Scalzitti Trust.

14. I have no knowledge of any party or person revoking any of the Alfred F. Scalzitti or Genevieve L. Scalzitti Trusts identified in the aforesaid paragraphs.

15. Pursuant to Article Fifth of the Alfred F. Scalzitti Trust dated April 18, 2006 and Article Fifth of the Genevieve L. Scalzitti Trust dated April 18, 2006, as amended, the entire ownership interests of the Property was and is to be distributed to me, individually, as the sole and surviving child of Alfred F. Scalzitti and Genevieve L. Scalzitti.

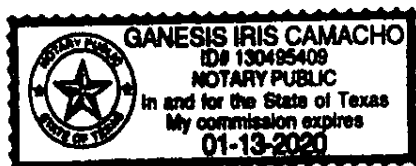
Further the affiant sayeth not.

Dated: 8/10/18

Joseph P. Scalzitti
Joseph P. Scalzitti, individually and
as aforesated Trustees

Subscribed to and sworn to before me,
on the 10 day of August
to certify which witness my hand and
official seal.

James H. Camacho
Notary Public in and for the
State of Texas



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GENEVIEVE L. SCALZITTI

DECLARATION OF TRUST

DATED April 18, 2006

I, Genevieve L. Scalzitti, of Chicago, Illinois, as settlor, make this agreement with myself, as trustee, this 18 day of April, 2006.

I hereby transfer to the trustee the property listed in the attached schedule. That property and all additional property accepted by the trustee from any person by will or otherwise, and all investments and reinvestments thereof, are herein collectively referred to as the "trust estate" and shall be held upon the following trusts:

FIRST
Directed Payments

During my lifetime the trustee shall pay so much or all of the income and principal of the trust estate to me or otherwise as I direct.

Disability. If at any time or times I shall be unable to manage my affairs, the trustee may use such sums from the income and principal of the trust estate as the trustee deems necessary or advisable for the health and maintenance in reasonable comfort of myself and any person dependent upon me, or for any other purpose the trustee considers to be for my best interests.

For purposes of this agreement, I shall be considered to be unable to manage my affairs if I am under a legal disability or by reason of illness or mental or physical disability am unable to give prompt and intelligent consideration to financial matters. The determination as to my inability at any time shall be made by my spouse as certified in writing and with the written concurrence of the physician attending to my care at that time, and the trustee may rely upon written notice of that determination.

HIPAA Release Provision. When in the process of determining a grantor or trustee's incapacity, all individually identifiable health information and medical records may be released to the person who is nominated as successor trustee, including any written opinion relating to my incapacity that the person so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA) 42 USC 1320d and 45 CFR 160-164, and applies even if that person has not yet been appointed as successor trustee.

Any excess income of the trust shall be added to principal.

SECOND
Taxes-Expenses

Following my death, but before final division or allocation of the trust principal, the trustee shall pay from the trust principal all (a) my legally enforceable debts, including debts owed by me to a trustee individually, except debts secured by real estate which were incurred primarily to acquire or improve the encumbered property, (b) the expenses of my last illness and funeral, and (c) the administration expenses payable by reason of my death, including the costs of safeguarding and delivering legacies, and (d) the estate and inheritance taxes (including any interest and penalties) payable in any jurisdiction by reason of my death (whether or not the assets generating those taxes and expenses pass under my will or any trust). All the foregoing payments shall be referred to hereafter as the "preceding payments".

Despite the foregoing, if a personal representative of my probate estate is appointed after my death, then the trustee shall pay the preceding payments only to the extent my personal representative shall certify in writing to the trustee that



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the value of the cash and readily marketable assets of my residuary estate, as determined by my personal representative, is insufficient to pay those items.

Any of the preceding payments payable by the trustee as a result of such certification may be paid either directly to the appropriate payee or to the personal representative of my probate estate, as the trustee determines to be advisable.

The preceding payments shall be apportioned among those beneficiaries to whom any benefit from my probate, trust, or non-probate estate accrues, in the proportion that the value of the property or interest received by a beneficiary bears to the total value of the property and interests received by all such beneficiaries, using for this purpose the values as finally determined for federal estate tax purposes in my estate. Any exemption or deduction permitted for property passing to my spouse or to a qualifying charity shall inure to the benefit of my spouse or the charity, as the case may be. If the trust estate may consist of retirement account assets and other assets, the preceding payments of the estate and this trust shall first be apportioned from such other assets.

If any part of the balance of the trust estate does not qualify for the federal estate tax marital deduction because of disclaimer, then the amount (in any) by which the estate and inheritance taxes assessed by reason of my death are thereby incurred or increased shall be paid from or charged against the disclaimed property.

Assets or funds otherwise excludable from my gross estate for federal estate tax purposes shall not be used to make the foregoing payments. The trustee's selection of assets to be sold for that purpose or to satisfy pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary.

The trustee shall not seek reimbursement for, recovery of, or contribution toward the payment of the preceding payments from any person, except that if no personal representative of my probate estate is appointed after my death, then to the maximum extent permitted by law, the trustee shall seek reimbursement for, recovery of, or contribution toward the payment of the preceding payments to the fullest extent permitted by law, and may withhold the amount of the preceding payments from any property to be distributable to these beneficiaries. If the trust estate may consist of retirement assets and other assets, the preceding payments from the trust estate shall be first paid from such other assets.

Any generation-skipping transfer tax resulting from a transfer occurring under this instrument shall be charged to the property constituting the transfer in the manner provided by applicable law.

The trustee(s) shall make such election and allocations under the tax laws as the trustee deems advisable, without regard to the relative interests of the beneficiaries and without liability to any person. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections or allocations under the tax laws made by the legal representative of my estate or by the trustee.

The balance of my estate which remains after the foregoing payments have been made or provided for shall be disposed of as hereinafter provided.

THIRD Family

My husband's name is Alfred F. Scalzitti, and he is herein referred to as "my husband." I have one child now living, namely:

Joseph P. Scalzitti.

FOURTH Distribution

As of my death the balance of the trust estate shall be held and disposed of as follows:

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(a) The trustee shall forthwith distribute the balance of the trust estate to my husband if he survives me. For purposes of this agreement, my husband shall be deemed to have survived me if the order of our deaths cannot be proved.

(b) If my husband does not survive me, or if my husband survives me but disclaims a part or all of the distribution to him, the balance of the trust estate (or the disclaimed part of it) shall be held as a separate trust designated the "Family Trust."

FIFTH Family Trust

The Family Trust shall be held and disposed of as follows:

SECTION 1: Income. If my husband survives me, then commencing with my death the trustee shall pay the income from the Family Trust in convenient installments, at least quarterly, to him during his lifetime.

Principal Invasion. The trustee may also pay to my husband such sums from principal as the trustee deems necessary or advisable from time to time for his health, education (including postgraduate), support and maintenance, considering his income from all sources known to the trustee.

SECTION 2: Distribution. Upon the death of my husband, or upon my death if my husband does not survive me, the Family Trust shall be distributed in equal shares to such of my children as shall then be living, except that the then living descendants of a deceased child of mine shall take per stirpes the share which the child would have received if living, subject to postponement of possession as provided below.

SECTION 3: Failure of Descendants. If upon the death of the survivor of my husband and me, or at any time thereafter but prior to complete distribution of the Family Trust, there is no living descendant of mine, any trust property then held under this article and not vested or effectively appointed shall be distributed 1/2 to my heirs-at-law and 1/2 to my husband's heirs-at-law, the heirs-at-law and the proportions which they shall respectively take to be determined in each case according to the present laws of descent of the state of my domicile as if my husband and I had both died at that time.

SECTION 4: Postponement of Possession. Each share of the Family Trust which is distributable to a beneficiary who has not reached the age of 21 years shall immediately vest in the beneficiary, but the trustee shall (a) establish with the share a custodianship for the beneficiary under a Uniform Transfers or Gifts to Minors Act, or (b) retain possession of the share as a separate trust, paying to or for the benefit of the beneficiary so much of all of the income and principal of the share as the trustee deems necessary or advisable from time to time for his or her health, education (including postgraduate), support and maintenance, adding to principal any income not so paid, and distributing the share to the beneficiary when he or she reaches the age of 21 years or to the estate of the beneficiary if he or she dies before receiving the share in full.

SIXTH Administrative Provisions

The following provisions shall apply to the trust estate and to each trust under this agreement:

SECTION 1: Facility of Payment. If income or discretionary amounts of principal become payable to a beneficiary under disability, then that income or principal shall be paid or expended only in such of the following ways as the trustee deems best: (a) directly to the beneficiary or his or her attorney in fact; (b) to the legally appointed guardian or conservator of the beneficiary; (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act; (d) by the trustee directly for the benefit of the beneficiary; (e) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

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SECTION 2: Spendthrift. The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a guardian, conservator, attorney in fact or others.

SECTION 3: Principal and Income. The allocation of receipts and disbursements between income and principal shall be determined as provided by this agreement and applicable state statute or in cases not covered by statute by the trustee, except that:

(a) if the trust is beneficiary or owner of an individual account in any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust),

(b) reserves for depreciation shall be established out of income only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement or replacement of trust property which the trustee deems advisable, and

(c) income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest, except that upon my death the undistributed income shall be added to principal.

SECTION 4: Common Fund and Consolidation. For convenience of administration or investment, the trustee may hold separate trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the separate trusts, and make joint investments of the funds belonging to them. The trustee may consolidate any separate trust with any other trust with similar provisions for the same beneficiary or beneficiaries.

SECTION 5: Residence. If the trust estate includes any interests in real estate which my husband or I use as a residence, including seasonal and vacation homes, then notwithstanding any other provision of this agreement, the following shall apply to each residence or interest therein:

(a) My husband and I shall have the right to occupy and use each residence, rent free, as long as he or I desire to do so. After my death, my husband shall continue to have that right if he survives me and is a permissible income beneficiary of the trust which owns the residence.

(b) I shall have responsibility (and the trustee shall have no responsibility) for each residence, including maintenance, insurance, repairs, taxes, assessments, mortgage payments, and other expenses relating to the residence. After my death, my husband shall have responsibility for each residence described above, except that the trustee shall pay all taxes, real estate and condominium assessments, insurance premiums and mortgage payments on the residence. This subsection (b) applies only while I am not unable to manage my affairs and, after my death, only while my husband is under no disability.

While my husband or I have responsibility for a residence, the trustee need not review or inspect the residence, make any payments in connection with it except as provided above, or inquire whether my husband or I am fulfilling that responsibility.

After my death, while my husband has responsibility for a residence, he shall have the right to direct the trustee to sell the residence and also to reinvest part or all of the net sale proceeds in a replacement residence selected by him. My

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husband shall have sole responsibility for the sale and reinvestment, including price and other terms and conditions. My husband and the trustee shall have the same rights and responsibilities with respect to the replacement residence. My husband may exercise these powers of direction only in fiduciary capacity.

The statement of the trustee that it is acting according to this section shall fully protect all persons dealing with the trustee. The trustee shall have no responsibility for any loss that may result from acting in accordance with this section.

SECTION 6: Accounts. A trustee (other than myself) shall render an account of trust receipts and disbursements and a statement of assets at least annually to each beneficiary then entitled to receive or receiving the income from the trust and, in addition, to any other beneficiaries who are entitled to receive accounts under applicable state law. An account is binding on each beneficiary who receives it and on all persons claiming by or through the beneficiary, and the trustee is released, as to all matters stated in the account or shown by it, unless the beneficiary commences a judicial proceeding to assert a claim within one year after the mailing or other delivery of the account.

Before distributing property to a beneficiary upon termination of a trust in whole or in part, the trustee shall have the right to require an approval of the trustee's accounts, either by a written approval and release from the beneficiary or, if it cannot be obtained, by a judicial settlement of accounts. The expenses of the judicial proceeding (including attorney's fees) shall be paid from the beneficiary's share of the trust. The trustee shall also have the right to require an indemnification from the beneficiary for any environmental law liability or expense which the trustee has incurred or may incur in the future with respect to the property distributed.

SECTION 7: Compensation. The trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust, and any corporate trustee shall receive compensation for its services in accordance with its schedule of fees in effect from time to time. A trustee's regular compensation shall be charged against income during my lifetime and thereafter against income and principal as provided by applicable state law, except that the trustee shall have full discretion at any time or times to charge a larger portion or all against income.

SECTION 8: Small Trust Termination and Perpetuities Savings. A corporate trustee in its discretion may terminate and distribute any trust hereunder if the corporate trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the trust. The trustee shall terminate and forthwith distribute any trust created hereby, or by exercise of a power of appointment hereunder, which is still held at the end of the period allowed by the applicable rule against perpetuities, if any. Distribution under this section shall be made to the persons then entitled to receive or eligible to have the benefit of the income from the trust in the proportions in which they are entitled thereto, or if their interests are indefinite, to those persons per stirpes if they have a common ancestor, or if not, then in equal shares.

SECTION 9: Trustee Succession. I may resign as trustee at any time by written notice to my husband, Alfred F. Scalzitti. After my resignation, death or inability to manage my affairs, Alfred F. Scalzitti shall be successor trustee. After the resignation, death or inability of Alfred F. Scalzitti to manage my affairs, Joseph P. Scalzitti shall be successor trustee. After the resignation, death or inability of Joseph P. Scalzitti to manage my affairs, Northern Trust Company, an Illinois trust company, of Chicago, Illinois and Mary G. Scalzitti shall be successor co-trustees. Northern Trust Company shall act as sole trustee if Mary G. Scalzitti is unable or unwilling to act as successor co-trustee.

Any successor trustee may resign at any time by written notice to me if living, otherwise to each beneficiary then entitled to receive or eligible to have the benefit of the income from the trust. In case of the resignation, refusal or inability to act of the last successor trustee acting or appointed to act hereunder, another successor trustee shall be appointed by me if living, otherwise by the beneficiary or a majority in interest of the beneficiaries then entitled to receive or eligible to have the benefit of the income from the trust (or if their interests are indefinite, by a majority in number of the oldest generation of such beneficiaries), but no beneficiary or person legally obligated to a beneficiary shall be a successor trustee. Separate trusts under this agreement may have the same or different trustees.

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Every successor trustee shall have all the powers given the originally named trustee. A successor trustee has no duty to inquire into the accounts or administration of any predecessor trustee and is not personally liable for any act or omission of any predecessor trustee. With my approval if I am living, otherwise with the approval of the beneficiaries appointing a successor trustee, the successor trustee may accept the account rendered and the property received as a complete release and discharge to the predecessor trustee without incurring any liability for so doing; except that a successor to me as trustee shall without approval accept the assets delivered to the successor trustee as constituting all of the property to which the successor trustee is entitled.

No trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court. The trustee need not register a trust with any court.

If another corporation succeeds to part or all of the trust business of a corporate trustee acting or appointed to act hereunder, that corporation shall be the successor corporate trustee, without the necessity of appointment, assignment or other action.

SECTION 10: Trustee for Out-of-State Property. If for any reason the trustee is unwilling or unable to act as to any property, such person or qualified corporation as the trustee shall from time to time designate in writing shall act as special trustee as to that property. Any person or corporation acting as special trustee may resign at any time by written notice to the trustee. Each special trustee shall have the powers granted to the trustee by this agreement, to be exercised only with the approval of the trustee, to which the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this agreement.

SECTION 11: Person Under Disability. A beneficiary, trustee or other person (other than myself) shall be considered to be under disability or unable to act if the person is a minor, is adjudicated by a court to lack legal capacity, or is not so adjudicated but is, by reason of illness or mental or physical disability, unable to give prompt and intelligent consideration to financial matters. The determination as to inability may be made by a physician, and the trustee may rely upon written notice of that determination. The parent, spouse, adult child, attorney in fact, guardian or conservator of a beneficiary under disability shall receive notice and have authority to act for the beneficiary under this article.

SECTION 12: Reliance by Trustee. In disposing of any trust property subject to a power to appoint by will, the trustee may rely upon an instrument admitted to probate in any jurisdiction as the will of the donee or may assume that the power was not exercised if, within 3 months after the death of the donee, the trustee has no actual notice of a will which exercises the power. The trustee may rely on any document or other evidence in making payment under this agreement and shall not be liable for any payment made in good faith before it receives actual notice of a changed situation. The trustee may consult with legal counsel and other agents at trust expense and shall not be liable for any action taken or omitted in good faith reliance upon the advice or recommendation of the legal counsel or other agent. The trustee shall not be personally liable for acts or omissions done in good faith.

SECTION 13: Life Insurance. With respect to any policy of life insurance which is not included in the trust property but under which the death benefits are made payable to the trustee:

(a) The owner or owners thereof reserve all available benefits, privileges, payments, dividends, surrender values, options and elections, including the right at any time or times to change the beneficiary, to pledge or assign the policy or its proceeds as collateral security for any loan which the owner or owners may obtain from any lender, including a trustee hereunder individually or a parent or affiliate company, and to withdraw the policy if deposited with the trustee, without any duty on the trustee to see to its return.

(b) The trustee need not pay or see to the payment of premiums or assessments on the policy.

(c) Upon the death of the insured thereunder the trustee shall take such action as the trustee deems best to collect the policy proceeds, paying the expense thereof from the trust estate, but the trustee need not enter into or maintain any

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litigation to enforce payment on the policy until indemnified to the trustee's satisfaction against all expenses and liabilities to which the trustee might thereby be subjected. The trustee may release the insurance company from its liability under the policy and make any compromise which the trustee deems proper.

(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, for which the trustee shall not seek reimbursement.

SECTION 14: Generation-Skipping Tax. To enable trusts to be either completely exempt or nonexempt from generation-skipping tax, or for any other reason, the trustee may divide a trust into two or more separate trusts and may hold an addition to a trust as a separate trust. A division shall be done on a fractional basis and may be defined by means of a formula. The rights of beneficiaries shall be determined as if the trusts were aggregated, but the trustee may pay principal to beneficiaries and taxing authorities disproportionately from the trusts. The trustee shall not be liable for deciding in its discretion to exercise or not exercise these powers.

Upon division or distribution of an exempt trust and a nonexempt trust held hereunder, the trustee in its discretion may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

If the trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the trustee shall augment the distribution by an amount which the trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

If the trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to a generation-skipping tax, the trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

If a trust hereunder would incur generation-skipping tax by reason of the death of a beneficiary (assuming the non-exercise of all testamentary powers of appointment granted to the beneficiary hereunder), then the beneficiary shall have the power to appoint the trust property otherwise constituting a generation-skipping transfer to the creditors of his or her estate. This general testamentary power of appointment is granted to avoid generation-skipping tax. This power of appointment may be exercised only by a will making specific reference to this power, and it shall be in addition to any other testamentary power of appointment granted to the beneficiary under this agreement. Any such trust property not effectively appointed by the beneficiary shall be held and disposed of as provided in this agreement, except that unless the beneficiary directs otherwise by his or her will or revocable trust, the trustee shall first pay from the principal of such property, directly or to the personal representative of the beneficiary's estate as the trustee deems advisable, the amount by which the estate and inheritance taxes assessed by reason of the death of the beneficiary shall be increased as a result of the inclusion of such property in the beneficiary's estate for such tax purposes. The trustee's selection of assets to be sold to pay that amount, and the tax effects thereof, shall not be subject to question by any beneficiary.

SECTION 15: Children and Descendants. In determining whether any person is a child or descendant for purposes of this agreement, children and descendants by both birth and adoption shall be included, except that:

(a) a person adopted when over the age of 18 years shall be excluded,

(b) a person born out of wedlock shall be treated as the child of the mother, unless her parental rights are terminated by placement for adoption or otherwise, and

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(c) a person born out of wedlock shall not be treated as a child of the father unless the father marries the mother, acknowledges paternity of the child by a writing delivered to the trustee during the father's lifetime, or paternity is established by adjudication before or after the death of the father.

SECTION 16: Per Stirpes. Whenever trust property is to be distributed or allocated per stirpes to the then living descendants of a person, the trust property shall be first divided at the generational level of the person's children, whether or not any child of the person is then living.

SECTION 17: Discretionary Distributions. In making discretionary distributions of trust property to beneficiaries, the trustee shall consider the following:

(a) Among current beneficiaries of the trust, the interests of an older-generation beneficiary shall have priority over younger-generation beneficiaries, if the younger-generation beneficiaries are descendants of the older-generation beneficiary.

(b) The interests of a current beneficiary shall have priority over the remaindermen of the trust, if the remaindermen are descendants of the current beneficiary.

The trustee may also consider tax effects in making discretionary distributions of trust property to beneficiaries.

SECTION 18: Legal Obligations. A trustee may not use trust property to discharge the trustee's legal obligations, including any obligation to support a beneficiary.

SECTION 19: Settlor's Investment Powers. Notwithstanding the general investment powers of the trustee, while I am living and not unable to manage my affairs:

(a) I shall have the power to direct the retention or sale of any trust assets and the purchase of property with any principal cash in the trust.

(b) I shall have sole investment, voting and management responsibility (and the trustee shall have no such responsibility) for the following assets in the trust:

(i) all non-marketable assets in the trust, including tangible personal property, interests in real estate, partnerships, limited liability companies or closely held corporations, insurance policies, personal notes and mortgages;

(ii) any marketable asset in the trust which I have designated as an asset for which I have investment responsibility; and

(iii) any asset of the trust purchased, sold or retained at my direction.

If I have investment responsibility for an asset, the trustee shall sell the asset, and deal with it, only upon my written direction. The trustee shall be under no obligation to review the asset, make any investment recommendation with respect to it, solicit any direction from me, value the asset if it is non-marketable, or insure the asset. The trustee shall vote the asset only as directed by me. If the trust holds interests in real estate, the trustee need not review or inspect the properties, except that the trustee shall have the right (but not the duty) to exercise the trustee's environmental powers under this agreement.

I may at any time or times, with or without right of revocation, by a writing delivered to the trustee delegate to any other person or to the trustee or relinquish any or all of the powers reserved to me hereunder.

The statement of the trustee that it is acting according to this section shall fully protect all persons dealing with the trustee. The trustee shall have no responsibility for any loss that may result from acting in accordance with this section.

Section 20: Restrictive Powers. Any provision in the trust to the contrary notwithstanding, any power conferred under the trust on a trustee (other than me) to make discretionary distributions of either principal or income to or for the benefit

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of such trustee, may be exercised only to provide for that trustee's health, education, maintenance or support as described in Section 2041 of the Code.

Any provision in this trust to the contrary notwithstanding, any power conferred under the provisions of this trust on a trustee (other than me):

- a. To make discretionary distributions of either principal or income to satisfy any legal obligations of such trustee; or
- b. To make discretionary distributions of either principal or income to or for the benefit of such trustee, if such power would cause the income from the property which is subject to the exercise of such power to be taxed in his individual capacity under Section 678 of the Code,

cannot be exercised by such trustee. The foregoing proscribed powers that are conferred upon two or more trustees may be exercised only by the trustee who is not so disqualified. If there is no acting trustee who is qualified to exercise a proscribed power, then the foregoing proscribed powers shall be exercised by the first successor trustee designated under the trust qualified to exercise such proscribed power, and any person interested in the trust may petition a court of competent jurisdiction for the appointment of a trustee qualified to exercise such proscribed power.

SEVENTH Trustee Powers

The trustee of each trust under this agreement shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

(a) To retain any property (including stock or any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, and to invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures, partnership and limited liability company interests, shares of investment companies, real estate investment trusts and other investment funds (including ones that receive services from, and pay compensation to, a corporate trustee hereunder or a parent or affiliate company), or other property of any kind, real or personal, domestic or foreign; the trustee may retain or make any investment without liability, even though it is not of a type, quality, marketability or diversification considered proper for trust investments; I understand that investments are subject to risk, including possible loss of principal, and that the trustee is not liable for losses which do not result from a violation of the trustee's duties;

(b) To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the trust relationship;

(c) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the trustee's ability to retain or vote company securities, shall be voted as directed by me if living, otherwise by the beneficiaries then entitled to receive or eligible to have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefore;

(d) To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

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

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- (f) To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof, and to sell options, from time to time for such price and upon such terms as the trustee sees fit;
- (g) To employ agents, attorneys and proxies, to delegate to them such duties and powers as the trustee considers desirable, and to pay them reasonable compensation from the trust estate; a corporate trustee hereunder may delegate to an affiliate company any of the corporate trustee's duties and powers, discretionary or otherwise, and the delegating corporate trustee need not review the actions of the affiliate;
- (h) To compromise, contest, prosecute or abandon claims in favor of or against the trust;
- (i) To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;
- (j) To deal with, purchase assets from, or make loans to, the fiduciary of my estate or any other estate or trust in which any beneficiary under this agreement has an interest, though a trustee hereunder is the fiduciary, and to retain any assets or loans so acquired, although not of a type, quality, marketability or diversification considered proper for trust investments; to deal with a corporate trustee hereunder individually or a parent or affiliate company;
- (k) To maintain or terminate any life insurance policy included in the trust property, to pay premiums thereon (but only from principal), and to exercise all incidents of ownership in connection therewith;
- (l) To elect; pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;
- (m) To retain or acquire any interests in oil, gas or other mineral resources received from any source without liability for any loss occasioned thereby; to execute any agreements, assignments, contracts, deeds, grants, leases for any term, and any other instruments or documents (even though their term may extend beyond the administration of any trust); to manage, control, operate, explore, mine, develop, or take any other action for the production, recovery, sale, treatment, storage, or transportation of any interest in oil, gas, or other mineral resources; to drill wells of any type; to conduct or participate in secondary recovery operations; to enter into agreements for pooling or unitization; to install, operate, or participate in the operation of any plant, mine, or other facility; and generally, with reference to oil, gas, and other mineral interests and operations, to enter into any other agreements and to take any other actions (whether or not presently recognized as common or proper practice by those engaged in the business of prospecting for, developing, producing, processing, transporting, or marketing oil, gas, or other minerals) as the trustee deems to be advisable;
- (n) To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally-damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; the trustee may expend trust property to do the foregoing, and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary; and
- (o) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

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EIGHTH Additions

I or any other person may transfer or devise property acceptable to the trustee, or make the proceeds under policies of life insurance payable, to the trustee to be held under this agreement and may designate the trust to which the property or proceeds shall be added. If the addition is made by will, the trustee shall accept the statement of the personal 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.

NINTH Right to Revoke

I may at any time or times amend or revoke this agreement in whole or in part by instrument in writing (other than a will) delivered to the trustee. The trust property to which any revocation relates shall be conveyed to me or otherwise as I direct. If I am deceased or incapacitated, such power to amend or revoke may also be exercised by the Trust Protector as provided in Article Tenth below.

TENTH Trust Protector

The provisions of this Article shall apply only after my death or incapacity.

Section 1: Designation of Original Special Trustee. I have designated Anthony B. Ferraro as Special Trustee. The Special Trustee alone shall be able to exercise the powers conferred by this Article and the Special Trustee shall have no other rights, powers, authorities, or duties under this instrument.

Section 2: Designation of Successor Special Trustee. If at any time and for any reason Anthony B. Ferraro is unwilling or unable to act as Special Trustee, then I designate Northern Trust Company, an Illinois trust company, of Chicago, Illinois, as Special Trustee.

Section 3: Power of Each Special Trustee to Designate a Successor Special Trustee. Each Special Trustee, while acting as such, shall have the following powers:

- (a) To designate one or more successor Special Trustees, any of which may be individuals or corporate fiduciaries.
- (b) To specify whether such successor Special Trustees, any of which may be individuals or corporate fiduciaries.
- (c) To revoke any designation under this Paragraph before the designated Special Trustee begins to act.

The powers described in this paragraph (c) shall be exercised, if at all, by a written instrument signed by the then acting Special Trustee. Such instrument (or a copy of such instrument) shall specify the trust or trusts as to which such powers are being exercised and shall be mailed or delivered to each then acting Trustee of such trust or trusts and to each person, if any, named or referred to in such instrument. Whenever no Special Trustee appointed under this paragraph is acting as a Special Trustee of any trust, the other paragraphs of this Article shall govern the succession of Special Trustees of such trust. Despite the preceding sentence, the powers described in this paragraph are exercisable regardless of whether any Special Trustee appointed under this paragraph is acting.

- (d) Resignation. Any Special Trustee may resign at any time as a Special Trustee mailing or delivering written notice to:

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1. Each income beneficiary of such trust;
 2. Each then acting Special Trustee of such trust, or if no other Special Trustee of such trust is then acting, to each immediate successor Special Trustee of such trust; and
 3. Each then acting trustee of such trust.
- (e) **Designation of Successor Special Trustee by Income Beneficiaries.** If at any time and for any reason any Special Trustee fails or ceases to act as a Special Trustee of any trust and no successor Special Trustee of such trust is designated under any other provision in this instrument, a majority of the income beneficiaries of such trust shall designate a successor Special Trustee of such trust, or if such majority fail or refuse to so designate a successor Special Trustee, the court shall designate a successor Special Trustee of such trust. Any such designation (not including a designation by the court) shall be made by a written instrument signed by each beneficiary participating in such designation and mailed or delivered to each successor Special Trustee before the death of each such beneficiary. For purposes of interpreting and implementing all provisions of this instrument, any successor Special Trustee designated under this paragraph shall be considered a Special Trustee designated in this instrument.
- (f) **Requirements of Successor Special Trustees.** Any Special Trustee designated under any part of the preceding provisions of this Article must meet the following requirements:
1. **Individual Special Trustees.** No individual may act as a Special Trustee of any trust if such individual is a "disqualified person" with respect to that trust. A "disqualified person" with respect to any trust shall mean any individual who has a present or future beneficial interest in income or principal of such trust, has ever made such a transfer to such trust, or is the spouse of an individual who has ever made a transfer to such trust. In addition, during my lifetime, no individual may act as a Special Trustee of any trust if such individual is:
 - A. A parent, descendant, sibling or employee of a disqualified person with respect to such trust;
 - B. A subordinate employee of a corporation in which the disqualified person with respect to such trust is an executive;
 - C. An employee of a corporation in which a disqualified person with respect to such trust and any trust are significant from the viewpoint of voting control.
 2. **Corporate Special Trustees.** No corporation may act as a Special Trustee of any trust unless such corporation shall be a corporation authorized to accept and administer trust and estate that:
 - A. Has a capital and surplus of at least \$50,000,000.00.
 - B. Is affiliated with a corporation that has a capital and surplus of at least \$50,000,000.00; or
 - C. Has under management for third parties investment assets of not less than \$50,000,000.00.

In addition, a corporation may act as a Special Trustee of any trust only if it is completely independent from a disqualified person with respect to such trust and is a corporation in which the stock holdings of a disqualified person with respect to such trust and the stock holdings of such trust are not significant from the viewpoint of voting control.
- (g) **Power to Amend Provisions of this Instrument.** The Special Trust of any trust may amend any provision in this instrument relating to such trust, and the Special Trustees then acting under this instrument may amend any provision in this instrument relating to any trust not yet in existence, to address changes in tax law or changes in the circumstances of such trust or its beneficiaries.
- (h) **Guiding Principles.** In determining whether, or to what extent, to exercise the power conferred by the preceding paragraph, the Special Trustee shall be guided by what the Special Trustee:

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1. Considers to be appropriate for the beneficiary or beneficiaries of the trust or trusts to be affected and the members of such beneficiary's family; and
 2. Believes I would have intended in light of the changes in law or in circumstances.
- (i) Permitted Amendments. The power conferred by paragraph (g) ("Power to Amend Provision of This Instrument") includes the power:
1. Powers of Appointment. To grant, expand, reduce or eliminate any power of appointment (whether or not presently exercisable) and, in doing so, to make the exercise of any such power subject to one or more conditions or consents, and to expand or reduce the objects in whose favor any such power may be exercised.
 2. Income and Principal Dispositive Provisions. To change, eliminate, or add provisions relating to present or future disposition of income or principal.
 3. Powers of Trustee. To change, eliminate, or add provisions, granting, expanding, reducing or eliminating the powers or duties of any Trustee.
 4. Liability of Trustee. To change, eliminate, or add provisions relating to the liability of any Trustee.
 5. Appointment and Succession of Trustees. To change, eliminate, or add provisions relating to the appointment, succession, resignation, removal or replacement of Trustees.
- (j) Amendments Not Permitted. Despite the preceding provisions of this Article, the power conferred by paragraph (g) ("Power to Amend Provision of This Instrument") does not include any power to amend any provision in this instrument in a manner that would:
2. Confer on me any beneficial interest, fiduciary power, power of appointment, right of withdrawal or right to receive property as a result of the exercise of a power of appointment.
 3. Confer any beneficial interest, fiduciary power, power of appointment, right of withdrawal or right to receive property as a result of the exercise of a power of appointment on (A) the Special Trustee, (B) any ancestor or descendant of the Special Trustee, (C) any person related by blood or marriage to me or to any of my descendants, (D) the spouse of any such individual, or (E) any officer, employee, or director of any corporate Special Trustee.
 4. Cause any previous or future transfer of property to the Trustee to be considered a gift of a future interest in property under Section 2503 of the Code and applicable Treasury Regulations.
 5. If exercised during my lifetime, add any beneficiary to such trust.
 6. Disqualify any disposition under this instrument to or for the sole benefit of my spouse for the marital deduction, but only if the federal estate tax under Chapter 11 of the Code is in effect at the time of the making of such amendment.
- (k) Manner of Making Amendments. The power conferred by paragraph (g) ("Power to Amend Provisions of This Instrument") shall be exercised, if at all, by a written instrument signed by each individual Special Trustee, and by one or more of the individuals representing any corporate Special Trustee, then holding such power. Such instrument (or a copy of such instrument) shall specify the trust or trusts to which such amendment applies and the effective date of such amendment and shall be mailed or delivered to the Trustee and each beneficiary of each trust affected or to be affected by such exercise. For purposes of the preceding sentence, the term "beneficiary" refers to an income beneficiary and to a remainder beneficiary of any trust, who, in the absence of exercise of a power of appointment, would be entitled to receive a distribution of part or all of the remaining trust property of such trust if such trust were then to terminate. Whenever the power conferred by

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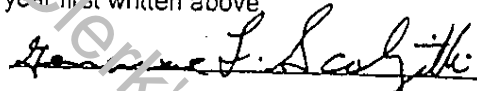
paragraph (g) is held concurrently by two or more persons, such power must be exercised, if at all, unanimously.

- (l) **Liability of Special Trustee.** No Special Trustee shall be liable for such Special Trustee's own acts or omissions except for those involving gross negligence or willful misconduct. No Special Trustee shall have any duty to inquire into, nor shall any Special Trustee be liable for, the acts or omissions of any predecessor Special Trustee. The Special Trustee of any trust shall have no obligation to act or to refrain from acting under this Article unless and until requested to do so by the Trustee or any beneficiary of such trust.
- (m) **Payment of Compensation to and Expenses Incurred by the Special Trustee.** Any Special Trustee shall be entitled to receive reasonable compensation for, and reimbursement for reasonable expenses incurred in acting as such. The Special Trustee shall have the power to employ and compensate attorneys-at-law, custodians, accountants, investment advisors, brokers, appraisers, and other agents or assistants. All payments under this paragraph shall be made from the remaining property of the particular trust to which the Special Trustee is acting. The Trustee of such trust shall have no duty into and shall not be liable for any payments made by such Trustee according to the direction of the Special Trustee under this paragraph.
- (n) **Responsibility of Trustee With Respect to Amendments Made by Special Trustee.** If the Special Trustee of any trust exercises the power to amend the provisions of this instrument with respect to such trust, the Trustee of such trust shall have no responsibility to inquire into, or make any separate determination with respect to the desirability of such amendment. The trustee shall be entitled to rely upon such amendments as if its provisions had been included in this instrument as originally executed by me and shall have no liability for doing so.

ELEVENTH Governing Law


The law of the State of Illinois shall govern the validity of each trust created under this agreement and the interpretation of its dispositive provisions. In all other respects (including investments, accountings and principal/income matters), the trust shall be governed by the law of the state in which the trust has its principal place of administration from time to time. The headings in this agreement are for convenience of reference only and shall not be considered in the interpretation of this agreement.

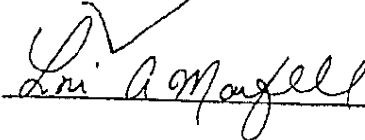
IN WITNESS WHEREOF I have signed this agreement the day and year first written above.



 Genevieve L. Scalzitti, individually and as trustee

WITNESSES:





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STATE OF ILLINOIS

COUNTY OF COOK

I, LORI A MARFELL, Notary Public, hereby certify that Genevieve L. Scalzitti, personally known to me to be the same person whose name is signed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 18 day of April, 2006.

Lori A Marfello
NOTARY PUBLIC

THIS DOCUMENT WAS PREPARED BY:

Anthony B. Ferraro, Esq.
5600 N River Road, Suite 764
Suite 764
Rosemont, Illinois 60018
Atty No. 16955



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SCHEDULE OF PROPERTY

This Schedule is attached to and forms a part of that certain declaration of trust known as the Genevieve L. Scalzitti Declaration of Trust dated April 18, 2016, and identifies the initial trust property held subject to that trust.

Cash.....\$100.00

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

Office

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AMENDMENT NUMBER ONE

On April 18, 2006, I, Genevieve L. Scalzitti, Jr., as settlor, executed a certain trust agreement with myself, as trustee, and under which Joseph P. Scalzitti is named as successor trustee, wherein I reserved the right at any time or times to amend or revoke the trust agreement in whole or in part by instrument in writing (other than a will) delivered to the trustee.

1. I hereby amend the trust agreement by revoking the second paragraph of Article First in its entirety and inserting the following in its stead:

"Disability. For purposes of this agreement, I shall be considered to be unable to manage my affairs if I am under a legal disability or by reason of illness or mental or physical disability am unable to give prompt and intelligent consideration to financial matters. The determination as to my inability at any time shall be made by my son Joseph P. Scalzitti as certified in writing and with the written concurrence of the physician attending to my care at that time, and the trustee may rely upon written notice of that determination."

2. I hereby amend the trust agreement by revoking paragraph (b) of Section 3 of Article Tenth in its entirety and by inserting in lieu thereof the following:

"(b) To specify whether such successor Special Trustees shall act concurrently or successively, and if concurrently, whose decisions controls in the event of disagreement."

3. In all other respects, I confirm the trust agreement reserving to myself the right further to amend or revoke the same and this amendment thereto.

IN WITNESS WHEREOF I have signed this amendment this 3 day of JULY, 2006

Genevieve L. Scalzitti
Genevieve L. Scalzitti

ACCEPTED:

Genevieve L. Scalzitti
Genevieve L. Scalzitti, as trustee

Cook County Clerk's Office

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AMENDMENT NUMBER TWO

On April 18, 2006, I, Genevieve L. Scalzitti, Jr., as settlor, executed a certain trust agreement with myself, as trustee, and under which Joseph P. Scalzitti is named as successor trustee, wherein I reserved the right at any time or times to amend or revoke the trust agreement in whole or in part by instrument in writing (other than a will) delivered to the trustee.

1. I hereby amend the trust agreement by revoking Article Ninth in its entirety and by inserting in lieu thereof the following:

"I may at any time or times amend or revoke this agreement in whole or in part by instrument in writing (other than a will) delivered to the trustee. The trust property to which any revocation relates shall be conveyed to me or otherwise as I direct. If I am deceased or disabled, the power to amend this agreement may be exercised by the Special Trustee as provided in Article Tenth below."

2. In all other respects, I confirm the trust agreement reserving to myself the right further to amend or revoke the same and this amendment thereto.

IN WITNESS WHEREOF I have signed this amendment this 25 day of SEPTEMBER, 2006

Genevieve L. Scalzitti
Genevieve L. Scalzitti

ACCEPTED:

Genevieve L. Scalzitti
Genevieve L. Scalzitti, as trustee

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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RESIGNATION OF OFFICE AS TRUSTEE

I, Genevieve L. Scalzitti, as trustee of the Genevieve L. Scalzitti Declaration of Trust Dated April 18, 2006, and in accordance with the powers granted to me throughout the Genevieve L. Scalzitti Declaration of Trust Dated April 18, 2006, and more specifically pursuant to the authority granted to me under Section 9 of Article SIXTH of said Declaration of Trust, from this time forward resign the office of trustee and lodge notice with Joseph P. Scalzitti, the acknowledgment of such notice being set forth below.

Dated: 11-2-06

Genevieve L. Scalzitti
GENEVIEVE L. SCALZITTI, TRUSTEE

ACKNOWLEDGMENT:

I acknowledge receipt of the written notice of the resignation of Genevieve L. Scalzitti, as trustee of the Genevieve L. Scalzitti Declaration of Trust Dated April 18, 2006.

Dated: 11-2-06

Joseph P. Scalzitti
JOSEPH P. SCALZITTI, SUCCESSOR TRUSTEE

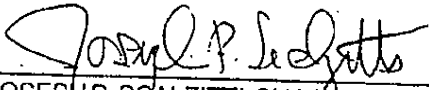
COOK COUNTY
RECORDER OF DEEDS

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ACCEPTANCE OF OFFICE AS SUCCESSOR TRUSTEE

I, Joseph P. Scalzitti, named as the successor trustee of the Genevieve L. Scalzitti Declaration of Trust Dated April 18, 2006, and in accordance with the powers granted to me throughout the Genevieve L. Scalzitti Declaration of Trust Dated April 18, 2006, and more specifically pursuant to the authority granted to me under Section 9 of Article SIXTH of said Declaration of Trust, accept the office of successor trustee.

Dated: 11-2-06



JOSEPH P. SCALZITTI, SUCCESSOR TRUSTEE

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COOK COUNTY
RECORDER OF DEEDS

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CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS
MAY 01 2018
STATE OF TEXAS CERTIFICATE OF DEATH | STATE FILE NUMBER 142-18-066938

1. LEGAL NAME OF DECEASED (include AKA's, if any) (First, Middle, Last) (Maiden)
GENEVIEVE L. SCALZITTI

2. DATE OF DEATH ACTUAL OR PRESUMED (mm-dd-yyyy)
MARCH 31, 2018

3. SEX
FEMALE

4. DATE OF BIRTH (mm-dd-yyyy)
MARCH 23, 1919

5. AGE - Last Birthday (years)
99

6. BIRTHPLACE (City & State or Foreign Country)
CHICAGO, IL

7. SOCIAL SECURITY NUMBER
329-18-4255

8. MARITAL STATUS AT TIME OF DEATH
 Widowed Divorced Never Married Unknown

9. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)

10a. RESIDENCE STREET ADDRESS
0064 LAGUNA VISTA DRIVE

10b. APT. NO.
EL PASO

10c. CITY OR TOWN
EL PASO

10d. COUNTY
EL PASO

10e. STATE
TEXAS

10f. ZIP CODE
79932

10g. INSIDE CITY LIMITS?
 Yes No

11. FATHER'S NAME PRIOR TO FIRST MARRIAGE
FRANK MUTI

12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE
LOUISE CELETTI

13. PLACE OF DEATH (CHECK ONLY ONE)
 In a Hospital Hospice Facility Nursing Home Decedent's Home Other (Specify)

14. COUNTY OF DEATH
EL PASO

15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO.)
EL PASO, 79912

16. FACILITY NAME (If not institution, give street address)
DESERT SPRINGS ALZHEIMER SPECIAL CARE CENTER

17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED
JOSEPH SCALZITTI - SON

18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code)
6064 LAGUNA VISTA DRIVE, EL PASO, TX 79932

19. METHOD OF DISPOSITION
 Burial Cremation Donation Entombment Removal from state Other (Specify) REMOVAL AND BURIAL

20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH
BRAD DOSS, BY ELECTRONIC SIGNATURE - 8509

21. Section _____
Block _____
Lot _____
Space _____

22. PLACE OF DISPOSITION (Name of cemetery, crematory, or place)
MOUNT CARMEL CEMETERY

23. LOCATION (City/Town, and State)
HILLSIDE, IL

24. NAME OF FUNERAL FACILITY
LEGACY MORTUARY For: KOLBUS-MAY FUNERAL HOME

25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)
1000 WYOMING, EL PASO, TX 79902

26. CERTIFIER (Check only one)
 Certifying physician To the best of my knowledge, death occurred due to the cause(s) and manner stated.
 Medical Examiner/Judge of the Peace - On the basis of examination, and/or investigation, death occurred at the time, date and place, and due to the cause(s) and manner stated.

27. SIGNATURE OF CERTIFIER
BARBARA REEVES, BY ELECTRONIC SIGNATURE

28. DATE CERTIFIED (mm-dd-yyyy)
APRIL 27, 2018

29. LICENSE NUMBER
F6369

30. TIME OF DEATH (Actual or presumed)
12:15 PM

31. PRINTED TITLE, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code)
BARBARA REEVES, 1440 MIRACLE WAY, EL PASO, TX 79925

32. TITLE OF CERTIFIER
MD

33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSE THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.

IMMEDIATE CAUSE (Final disease or condition resulting in death)

a. DEHYDRATION
Due to (or as a consequence of):

b. DYSPHAGIA
Due to (or as a consequence of):

c. ALZHEIMERS DISEASE
Due to (or as a consequence of):

d.

Approximate interval:
Onset to death

DAYS

WEEKS

YEARS

PART 2. ENTER OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART 1.
HYPERTENSION

34. WAS AN AUTOPSY PERFORMED?
 Yes No

35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?
 Yes No

36. MANNER OF DEATH
 Natural Accident Suicide Homicide Pending investigation Could not be determined

37. DID TOBACCO USE CONTRIBUTE TO DEATH?
 Yes No Probably Unknown

38. IF FEMALE:
 Not pregnant within past year Pregnant at time of death Not pregnant, but pregnant within 42 days of death Not pregnant, but pregnant 43 days to one year before death Unknown if pregnant within the past year

39. IF TRANSPORTATION INJURY, SPECIFY:
 Driver/Operator Passenger Pedestrian Other (Specify)

40a. DATE OF INJURY (mm-dd-yyyy)

40b. TIME OF INJURY

40c. INJURY AT WORK?
 Yes No

40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)

40e. LOCATION (Street and Number, City, State, Zip Code)

40f. COUNTY OF INJURY

41. DESCRIBE HOW INJURY OCCURRED

42a. REGISTRAR FILE NO.
0101981

42b. DATE RECEIVED BY LOCAL REGISTRAR
APRIL 30, 2018

42c. REGISTRAR
REGISTRAR - EL PASO COUNTY CLERK, ELECTRONICALLY FILED

EDR NUMBER 00002287074

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT
WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to \$10,000. (Health and Safety Code, Sec. 195, 1987)

GA 12639497
VS-112 REV 1/2006

EXHIBIT
B

JLF

This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED MAY 02 2018

Tara Das
TARA DAS
STATE REGISTRAR

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

