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DECLARATION

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I, BRIAN T. WHITLOCK, state and declare:

1. I am an attorney licensed to practice in the State of Illinois.

2. On March 18, 1991, I assisted in the preparation of the Amendment and Complete Restatement of a Revocable Living Trust for the sole benefit of MALKA MOSCONA. The original self declaration of trust had been created on June 11, 1987. During her lifetime, MALKA MOSCONA is named as the Sole Trustee of said Declaration of Trust.

3. The Trustee is authorized by specific provisions of the Trust to transact all business in regard to purchase and sales of real estate, securities, bank accounts and all other business transactions of any kind or nature.

4. Said Trust is still in force and effect and has not been amended other than on March 18, 1991.

5. Attached hereto and incorporated herein by reference is the Declaration page, the page indicating the order of Trustees and the signature page and notary page of the FIRST AMENDMENT AND COMPLETE RESTATEMENT OF THE MALKA MOSCONA TRUST DATED JUNE 11, 1987.

I declare under penalty of perjury that the foregoing statements are true and correct and that the trust has not been amended since the original date of its execution.

IN WITNESS WHEREOF, I have set my hand this 18th day of March, 1991, at Western Springs, Illinois

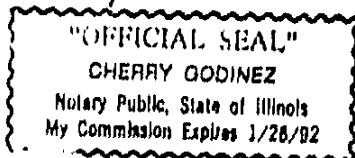
*Brian T. Whitlock*  
Brian T. Whitlock, Esq.

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

On the 18th day of March, 1991, before me, the undersigned Notary in and for said County and State, personally appeared Brian T. Whitlock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same. Witness my hand and official seal.

*Cherry Godinez*  
Notary Public



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## AMENDMENT AND COMPLETE RESTATEMENT OF THE MALKA MOSCONA TRUST DATED JUNE 11, 1987

THIS AGREEMENT was originally was entered into on June 11, 1987, between MALKA MOSCONA, as Grantor, and MALKA MOSCONA, as Trustee, (all trustees hereinafter are collectively referred to as "Trustee").

WHEREAS, the Grantor retained the right to amend the original trust agreement; and

WHEREAS, the Grantor has not previously amended or funded the original trust agreement;

WHEREAS, the Grantor now wishes to exercise said right to both amend and fund this trust;

NOW THEREFORE, the Grantor hereby executes this amendment and complete restatement of the original trust agreement and correspondingly transfers to the Trustee the property listed in Exhibit "A" attached hereto and made part hereof (the "Initial Trust Corpus"). The Trustee hereby acknowledges receipt of the Initial Trust Corpus. The Trustee agrees to hold the Initial Trust Property and any other property which may be received by the Trustee from the Grantor or any other person (hereinafter referred to as the "Trust Estate"), subject to the provisions of this Agreement.

### ARTICLE I: GRANTOR'S RIGHT TO AMEND OR REVOKE

The Grantor reserves the right to amend this Agreement, or revoke this Agreement in whole or in part by written instrument (other than a will) and, upon revocation, the Trustee shall

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deliver to the Grantor all the Trust Estate or the portion thereof to which the revocation relates. This power is personal to the Grantor and shall not be exercised by others, including the Grantor's legal representative.

ARTICLE II: PAYMENTS FOR THE BENEFIT OF A GRANTOR

2.1 During the Grantor's lifetime. The Trustee shall pay to or for the benefit of the Grantor, all of the income and principal from the Trust Estate as the Grantor shall direct, during her lifetime.

2.2 Incapacity of the Grantor. During any time the Trustee believes that the Grantor is unable to handle her affairs, as hereinafter defined, the Trustee shall nonetheless continue to pay all of the income to the Grantor. The Trustee may also distribute all or any part of the principal of the Trust Estate as the Trustee deems necessary or advisable for the comfortable support, maintenance and medical care, of the Grantor.

For purposes of this declaration, the Grantor shall be considered to be unable to manage her affairs, if the Grantor is under a legal disability or by reason of illness or mental or physical disability unable to give prompt and intelligent consideration to financial matters.

2.3 Determination of Incapacity. The determination as to the Grantor's inability to manage her affairs at any time shall be made by both the Grantor's spouse and the Grantor's attending physician. The Trustee may rely upon written notice of that determination.

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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.

ARTICLE VIII: SUCCESSOR TRUSTEES

8.1 Order of Successors If MALKA MOSCONA shall either fail or cease to act as Trustee for any reason, then the Grantor's spouse, ARTHUR ARON MOSCONA, shall become Successor Trustee. If the Grantor's spouse shall fail or cease to act as Trustee, for any reason, then ANNE MOSCONA, shall act as successor Co-Trustee.

8.2 Resignation. Any Trustee may resign by giving written notice, specifying the effective date of the resignation to the then income beneficiaries of the Trust. If any Trustee at any time resigns or is unable or refuses to act, without a named successor Trustee being willing and able to act, then a corporation having a combined capital and surplus of not less than TEN MILLION (\$10,000,000) DOLLARS and authorized under the laws of the United States or of any State to administer trusts may be appointed Trustee by an instrument delivered to it and signed by a majority of the then income beneficiaries. If a majority of the then remaining income beneficiaries fail to agree within sixty (60) days of the date that the Trustee ceases to act, then a successor shall be appointed by a court of competent jurisdiction upon petition of the resigning trustee or of any person interested in the Trust.

8.3 Removal of Trustee. A majority of the then income beneficiaries may at any time remove a Trustee by an instrument

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one beneficiary, in the proportions in which they are beneficiaries. However, if there is more than one beneficiary to whom the current income of any trust could then be paid, and if their interests are indefinite, then to such of the income beneficiaries who are descendants of the Grantor, per stirpes, and such trust shall thereupon terminate, notwithstanding any provision herein to the contrary.

10.10 Name of Trust. This trust shall continue to be known as the MALKA MOSCONA TRUST DATED JUNE 11, 1987.

IN WITNESS WHEREOF this Trust Agreement has been executed by the Grantor and Trustee on the date first above written.

Malka Moscona  
MALKA MOSCONA, GRANTOR

Malka Moscona  
MALKA MOSCONA, TRUSTEE

The foregoing instrument was acknowledged before me on March 18, 1991 by MALKA MOSCONA.

Brian T. Whitlock  
Notary Public

"OFFICIAL SEAL"  
Brian T. Whitlock  
Notary Public, State of Illinois  
My Commission Expires Dec. 28, 1994



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## LEGAL DESCRIPTION

Lot 31 and the North 1/2 of Lot 30 in Block 2 in Sickel and Jufmeyer's addition to Lane Park, a subdivision of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known as: 3618 North Greenview, Chicago, IL 60613

Permanent Parcel No. 14-20-120-022-0000

THIS INSTRUMENT WAS  
PREPARED BY:

Brian T. Whitlock  
Attorney at Law  
3820 Johnson Ave.  
Western Springs, IL 60558

(708) 246-9569

AFTER RECORDING PLEASE MAIL  
TO:

Brian T. Whitlock  
Attorney at Law  
3820 Johnson Ave.  
Western Springs, IL 60558

(708) 246-9569



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