

05-06-2003

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FORM PTO-1619A
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Submission Type

5-5-03

Conveyance Type

- New
- Resubmission (Non-Recordation)
Document ID# 102317119
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other Revocable Trust as Amended
U.S. Government
(For Use ONLY by U.S. Government Agencies)
- Departmental File
- Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) William J. McBrady

Execution Date
Month Day Year
04 28 1998

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Patricia McBrady

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1) 1251 South Larkin

Address (line 2)

Address (line 3) Joliet Illinois 60436
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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PATENT
REEL: 014022 FRAME: 0066

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4,701,973"/>	<input type="text" value="4,944,810"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4,834,123"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4,854,441"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)
Enter PCT application number PCT PCT
only if a U.S. Application Number PCT PCT PCT
has not been assigned.

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Eugene F. Friedman
Name of Person Signing

Eugene F. Friedman
Signature

4/28/03
Date

12-20-2002



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102317119 SECTION

12/16/02

RECORDATION FORM COVER SHEET
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Resubmission (Non-Recordation)
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Assignment Security Agreement

License Change of Name

Merger Other
U.S. Government
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Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 014022 FRAME: 0068

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

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Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Eugene F. Friedman  December 6, 2002

Name of Person Signing Signature Date

KATTEN MUCHIN & ZAVIS

525 WEST MONROE STREET, SUITE 1600

CHICAGO, ILLINOIS 60606-3693

Declaration Of Trust Establishing
William J. McBrady Revocable Trust
William J. McBrady, Grantor

This Declaration of Trust, made this 22nd day of June, 1989,
by William J. McBrady, a resident of the State of Illinois;

W I T N E S S E T H:

Whereas, it is the intention of William J. McBrady (hereinafter referred to alternatively as the "Grantor" and "Trustee") hereby to create a trust for the benefit of the Grantor, the Grantor's spouse, Patricia McBrady (hereinafter referred to as the "Grantor's spouse"), and the family of the Grantor, which trust shall be known as the "William J. McBrady Revocable Trust" (hereinafter sometimes referred to as the "Revocable Trust" or the "trust").

Now, Therefore, in consideration of the premises, William J. McBrady, as Grantor, does hereby transfer, convey and deliver the sum of Ten Dollars (\$10.00) to the Trustee, and does, as Trustee, by the execution of this Declaration of Trust, hereby acknowledge receipt from the Grantor of the transfer of said sum in trust as hereinabove described. Said William J. McBrady, as Grantor and as Trustee, does hereby declare that the trust estate shall be held by the Trustee in trust for the uses and purposes and subject to all of the terms, covenants, conditions, provisions and stipulations hereof, and the Trustee shall take possession of, manage, control, care for, protect, preserve, administer, invest and reinvest the trust estate of the Revocable Trust according to the best judgment of the Trustee, and shall dispose of the principal thereof and the income therefrom as set forth in this Declaration of Trust.

ARTICLE I

Provisions During Lifetime of Grantor

Section 1. Right to Withdraw, Revoke, Alter and Amend.
During the lifetime of the Grantor, the trust shall be revocable by the Grantor, and the Grantor shall have the right, from time to time and at any time, by an instrument in writing delivered to the Trustee, to:

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- (a) withdraw all or any portion of the net income and/or principal of the trust at any time or times;
- (b) modify, alter and amend this Declaration of Trust; provided, however, that the duties, powers and liabilities of the Trustee shall not be materially or substantially changed by such alteration, modification or amendment without the consent of the Trustee thereto in writing;
- (c) revoke this Declaration of Trust and terminate the trust created pursuant to the provisions hereof, in whole or in part, and immediately upon such revocation and termination, the Trustee shall redeliver to the Grantor the entire trust estate or the portion thereof to which such revocation relates;
- (d) direct the Trustee to transfer property from the trust estate to any person, trustee or entity whatsoever, free of trust; and
- (e) direct the Trustee to use property from the trust estate as collateral for any personal obligation of the Grantor or any other person;

provided, however, in no event shall the Grantor be considered to be a "restricted Trustee" (hereinafter defined).

Section 2. Distribution by Trustee. The Trustee is hereby authorized in the sole discretion of the Trustee, at any time or times, to distribute to the Grantor, the whole or any part of the net income and/or principal of the trust, as the Trustee deems desirable for the best interests of the Grantor, it being the intention of the Grantor that the Trustee be as liberal as possible in the distributions to or on behalf of the Grantor even to the extent of fully exhausting the trust estate and terminating the interests of the remaindermen; provided, however, any part of the net income of the trust not distributed to the Grantor shall be added to the principal of the trust to be held, administered and distributed as a part thereof.

ARTICLE II

Taxes and Expenses of the Grantor

Upon the death of the Grantor, the Trustee shall pay the following from the trust estate of the Revocable Trust: the Grantor's funeral expenses; reasonable expenses of administration of the Grantor's estate; any allowances by court order for those

dependent upon the Grantor; and all inheritance and estate taxes payable by reason of the Grantor's death, except that the amount, if any, by which such inheritance and estate taxes shall be increased as a result of the inclusion of property over which the Grantor may have a power of appointment, or as a result of the inclusion of property in the Grantor's estate pursuant to Section 2044 of the Internal Revenue Code of 1986, or the corresponding provision of any subsequent Federal tax law (hereinafter referred to as the "Code"), shall be paid by the person holding or receiving such property; provided, however, to the extent possible, the Marital Share created hereinbelow shall not be reduced by any such inheritance or estate taxes; provided, further, however, that the Trustee shall not pay any inheritance or estate taxes, or any interest or penalties thereon, to the extent of any United States Treasury Bonds which are acceptable upon redemption in payment of any Federal estate taxes but which are not a part of the trust estate. In making such Federal estate tax payments, the Trustee shall first use any United States Treasury Bonds (which are acceptable upon redemption in payment of Federal estate taxes) which are held as part of the trust estate of the trust. Payments pursuant to this Article shall be made without reimbursement from the Grantor's Executor or Administrator, from any beneficiary of insurance upon the Grantor's life, or from any other person. All such payments shall be charged generally against the principal of the trust; provided, however, in no event shall any property which shall not be included in the Grantor's gross estate for Federal estate tax purposes be used for such purposes. The Trustee may make such payments directly or may pay over the amounts thereof to the Executor or Administrator of the Grantor's estate. Written statements by the Executor or Administrator of the sums to be paid hereunder shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of any such payment.

ARTICLE III

Marital Share

If the Grantor's spouse shall survive the Grantor, then upon the death of the Grantor, the Trustee shall allocate a fraction of the "qualifying trust property" (hereinafter defined), to the Marital Share. The numerator of said fraction shall be the smallest amount which, if allowed as a Federal estate tax marital deduction, would result in the least possible Federal estate tax being payable by reason of the Grantor's death, and the denominator of said fraction shall be the Federal estate tax value of the assets included in the Grantor's gross estate (or the proceeds, investments and reinvestments thereof) which shall

constitute qualifying trust property. In determining the amount of the said numerator, the Trustee shall consider the credit for state death taxes only to the extent that those taxes are not thereby incurred or increased. To the extent possible, the Marital Share shall not be reduced by any inheritance or estate taxes to be paid pursuant to the provisions of Article II hereinabove.

The Trustee shall distribute a fraction of the qualifying trust property allocated to the Marital Share to a new and separate trust which shall be known as "Marital Trust A". The numerator of said fraction shall be the amount of the Grantor's "GST exemption", as provided for in Section 2631 of the Code, which shall not have been allocated otherwise either before or after the Grantor's death. The denominator of said fraction shall be the Federal estate tax value of all assets included in the Grantor's gross estate (or the proceeds, investments and reinvestments thereof) which shall constitute qualifying trust property, and which shall have been allocated to the Marital Share. The Trustee shall distribute the balance, if any, of the qualifying trust property allocated to the Marital Share to a new and separate trust to be known as "Marital Trust B".

For purposes of the preceding paragraphs of this Article, the term "qualifying trust property" shall mean all property constituting the trust estate of the Revocable Trust which would qualify for the Federal estate tax marital deduction if distributed outright to the Grantor's spouse and which shall not have been distributed pursuant to Article II hereinabove. The Trustee shall not take any action which would cause any assets which are allocated to a Marital Trust which the Executor of the Grantor's estate has elected to qualify for the Federal estate tax marital deduction to fail to qualify for that deduction.

The sole beneficiary of each separate Marital Trust shall be the Grantor's spouse, and each such separate trust shall be held, administered and distributed as hereinafter provided in this Article.

Section 1. Income. With respect to each separate Marital Trust, commencing upon the date of the Grantor's death, the Trustee shall distribute to the Grantor's spouse all of the net income of such separate trust not less frequently than quarterly. Notwithstanding any provision herein to the contrary, any accrued or undistributed income which is held in a separate Marital Trust at the death of the Grantor's spouse shall be distributed to the estate of the Grantor's spouse.

Section 2. Special Powers to Grantor's Spouse. With respect to each separate Marital Trust:

(a) In the event that the trust estate of such separate trust shall at any time contain any property which the Grantor's spouse shall determine to be not productive of a reasonable rate of income, the Grantor's spouse is hereby authorized to require the Trustee to convert such property into such other assets as will be productive of a reasonable rate of income, by an instrument in writing signed by the Grantor's spouse and delivered to the Trustee, and within a reasonable time after receipt of such written instrument, the Trustee shall convert such property into such other assets as will be productive of a reasonable rate of income; and

(b) If the trust estate of such separate trust shall consist of proceeds of any "retirement plan" (hereinafter defined), the earnings of which are accumulating within such plan, the Grantor's spouse is hereby authorized to require the Trustee to withdraw such proceeds from such plan, by an instrument in writing signed by the Grantor's spouse and delivered to the Trustee, and within a reasonable time after receipt of such written instrument, the Trustee shall withdraw such proceeds from such plan. As used in this subsection, the term "retirement plan" shall mean any qualifying pension, profit-sharing, stock bonus, Keogh or other qualified plan, trust, contract, account, annuity, bond, or individual retirement account, as those terms are defined in the Code, or any nonqualified deferred compensation agreement, salary continuation agreement or other similar arrangement.

Section 3. Principal. With respect to each separate Marital Trust, the Trustee is hereby authorized, in the sole discretion of the Trustee, at any time and from time to time, to distribute to the Grantor's spouse all or any part of the principal of such separate trust which the Trustee deems desirable for the best interests of the Grantor's spouse.

Section 4. Payment of Inheritance and Estate Taxes. Upon the death of the Grantor's spouse, before the complete distribution of the trust estate of Marital Trust B, the Trustee shall pay from such then remaining trust estate of such trust the amount, if any, by which the inheritance and estate taxes payable by reason of the death of the Grantor's spouse shall have been increased as a result of the inclusion of the trust estate of Marital Trust A and/or Marital Trust B in the estate of the Grantor's spouse; provided, however, if the payment from Marital Trust B of the inheritance or estate tax attributable to the inclusion of Marital Trust A in the Grantor's spouse's estate would result in Marital Trust A having an "inclusion ratio", as defined in Section 2642 of the Code, of other than zero (0), then the provisions of this Section 4 shall be of no force or effect.

Section 5. Limited Power of Appointment. With respect to each separate Marital Trust, upon the death of the Grantor's spouse, the Trustee shall distribute from the trust estate of such separate trust after paying any inheritance or estate tax payable from such separate trust such amount or amounts as the Grantor's spouse may appoint to or for the benefit of any one (1) or more persons, excluding from the class of potential appointees only the Grantor's spouse, the creditors of the Grantor's spouse, the estate of the Grantor's spouse and the creditors of the estate of the Grantor's spouse, as the Grantor's spouse may designate by the valid Will of the Grantor's spouse, admitted to probate in any jurisdiction.

Section 6. Distribution on Death in Default of Exercise of Power of Appointment.

(a) With respect to Marital Trust A, upon the death of the Grantor's spouse, before the complete distribution of the trust estate of such separate trust, to the extent that the Grantor's spouse has not validly exercised the power of appointment granted pursuant to the provisions of this Article over any part of the trust estate of Marital Trust A remaining after paying any inheritance or estate tax payable from such separate trust, the Trustee shall distribute such then remaining trust estate of such separate trust to a new and separate Residuary Trust, which shall be held, administered and distributed subject to the provisions of Article V.

(b) With respect to Marital Trust B, upon the death of the Grantor's spouse, before the complete distribution of the trust estate of such separate trust, to the extent that the Grantor's spouse has not validly exercised the power of appointment granted pursuant to the provisions of this Article over any part of the trust estate of such separate trust remaining after paying any inheritance or estate tax payable from such separate trust, the Trustee shall distribute a fraction of such then remaining trust estate of Marital Trust B to a new and separate Residuary Trust, which shall be held, administered and distributed subject to the provisions of Article V. The numerator of said fraction shall be the amount of the Grantor's spouse's "GST exemption," as provided for in Section 2631 of the Code, which shall not have been allocated otherwise either before or after the Grantor's spouse's death. The denominator of said fraction shall be the value of the assets held in the trust estate of Marital Trust B as of the date of the Grantor's spouse's death. The Trustee shall distribute the balance, if any, of such then remaining trust estate of Marital Trust B to a different, new and separate Residuary Trust, which shall be held, administered and distributed subject to the provisions of Article V.

ARTICLE IV

Distribution of Balance of Trust Estate

Upon the death of the Grantor, subject to the provisions of Article II and Article III of this Declaration of Trust, the Trustee shall allocate a fraction of the then remaining trust estate of the Revocable Trust to a new and separate trust, to be known as "Residuary Trust A". The numerator of said fraction shall be the amount of the Grantor's "GST exemption", as provided for in Section 2631 of the Code, which shall not have been allocated otherwise either before or after the Grantor's death, and the denominator of said fraction shall be the Federal estate tax value of the then remaining trust estate of the Revocable Trust. The Trustee shall allocate the balance, if any, of the remaining trust estate of the Revocable Trust to a new and separate trust which shall be known as "Residuary Trust B". Residuary Trust A and Residuary Trust B shall each be held as a separate trust and administered and distributed subject to the provisions of Article V.

ARTICLE V

Residuary Trusts

Each separate Residuary Trust created herein pursuant to the provisions of this Declaration of Trust shall be held, administered and distributed by the Trustee as hereinafter provided.

Section 1. Income and Principal. With respect to each separate Residuary Trust:

(a) Best Interests Distributions to Grantor's Spouse. The Trustee is hereby authorized, in the sole discretion of the Trustee, at any time and from time to time, to distribute all or any part of the net income and/or principal of such separate trust to the Grantor's spouse as the Trustee deems desirable for the best interests of the Grantor's spouse, or to accumulate all or any part of such net income and add the same to the principal of such separate trust to be held, administered and distributed as a part thereof; provided, however, it is the Grantor's desire, but not the direction of the Grantor, that the Trustee make no distribution to the Grantor's spouse of any part of the principal of any separate Residuary Trust so long as any readily marketable assets remain in any separate Marital Trust.

(b) Support Distributions to Grantor's Descendants. During any period or periods that the Grantor's spouse shall be unable to manage her affairs and, in addition, after the death of the Grantor's spouse, then in the event that all income and other resources known to the Trustee to be available to any descendant of the Grantor shall be insufficient to provide for the support in reasonable comfort [considering the standard of living to which said descendant shall have been accustomed during the immediately preceding five (5) year period], and the medical care and education (including professional education) of said descendant, then the Trustee is hereby authorized to distribute to said descendant such amount or amounts from the net income and/or principal of such separate trust which the Trustee, in the sole discretion of the Trustee, deems necessary for such purposes, or to accumulate all or any part of such net income and add the same to the principal of such separate trust to be held, administered and distributed as a part thereof.

For purposes of this subsection, the Grantor's spouse shall be considered to be unable to manage her affairs if the Grantor's spouse is under a legal disability or by reason of illness or mental or physical disability is unable to give prompt and intelligent consideration to financial matters. The determination as to the Grantor's spouse's inability at any time shall be made by her physician, and the Trustee may rely upon written notice of that determination.

Section 2. Limited Powers of Appointment. With respect to each separate Residuary Trust, the Trustee, upon receipt of written direction as herein provided, shall distribute from the trust estate of such separate trust such amounts as the Grantor's spouse may appoint to or for the benefit of any one (1) or more persons, excluding from the class of potential appointees only the Grantor's spouse, the creditors of the Grantor's spouse, the estate of the Grantor's spouse and the creditors of the estate of the Grantor's spouse, as the Grantor's spouse may designate by an instrument in writing signed by the Grantor's spouse and delivered to the Trustee, and/or upon the death of the Grantor's spouse, as the Grantor's spouse may designate by the valid Will of the Grantor's spouse admitted to probate in any jurisdiction.

Section 3. Distribution on Death in Default of Exercise of Powers of Appointment. With respect to each separate Residuary Trust, upon the death of the Grantor's spouse, or upon the Grantor's death, whichever shall latest occur before the complete distribution of the trust estate of such separate trust, then to the extent that the powers of appointment granted pursuant to Section 2 of this Article over any part of the then remaining

trust estate of such separate trust have not been validly exercised, the Trustee shall distribute such then remaining trust estate of such separate trust as hereinafter provided:

(a) the Trustee shall distribute to the Grantor's daughter, Kelly C. McBrady ("Kelly"), if she shall be then living from the combined value of the trust estates of each separate Trust an amount which, in the sole discretion of the Trustee, shall provide for the support in reasonable comfort [considering the standard of living to which Kelly shall have been accustomed during the immediately preceding five (5) year period], and the medical care and education (including professional education) of Kelly until Kelly shall attain the age of twenty-four (24) years; provided, however, notwithstanding the foregoing provisions of this subsection (a) to the contrary, the amount distributable to Kelly pursuant to this subsection (a) shall be reduced by any amounts distributed to Kelly pursuant to the provision of subsection 3(a) of Article V of the Declaration of Trust establishing the Patricia McBrady Revocable Trust and subsection 2(a) of Article IV of the Trust Agreement establishing the McBrady Family Trust; and

(b) subject to the provisions of subsection (a) of this Section, the Trustee shall divide the balance of the then remaining trust estate of such separate trust into as many equal shares as shall be required to distribute to each of the following persons who shall be then living the number of shares set forth after his or her name, and shall so distribute such shares:

- (i) to the Grantor's daughter, Clare M. Raming ("Clare"), four (4) shares; but if Clare shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Clare;
- (ii) to the Grantor's daughter, Collette E. McBrady ("Collette"), one (1) share; but if Collette shall not be then living, then said one (1) share shall be distributed per stirpes to the then living descendants of Collette;
- (iii) to the Grantor's daughter, Margaret A. McBrady ("Margaret"), four (4) shares; but if Margaret shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Margaret;

- (iv) to the Grantor's son, Garrett W. McBrady ("Garrett"), four (4) shares; but if Garrett shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Garrett; and
- (v) to Kelly, four (4) shares; but if Kelly shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Kelly;

provided, however, if none of the persons hereinabove identified in subsections (a) and (b) of this Section shall be then living, then the Trustee shall distribute the then remaining trust estate of such separate trust to the "Final Distributees" (hereinafter defined).

Section 4. Retention of Distributions in Trust. With respect to each separate Residuary Trust, if pursuant to the provisions of Section 3 of this Article, the then remaining trust estate of such separate Residuary Trust, or any share or portion thereof, shall be distributable to any descendant of the Grantor, such then remaining trust estate, or share or portion thereof, shall not be distributed outright to said person but instead it shall be retained in trust by the Trustee as a separate trust (which trusts are hereinafter collectively referred to as "Discretionary Trusts") of which said person shall be the beneficiary, and each such separate trust shall be designated by the name of said beneficiary, with such additional title as the Trustee may deem adequate clearly to identify such separate trust, and each such separate trust shall be held, administered and distributed subject to the provisions of Article VI.

ARTICLE VI

Discretionary Trusts

Each separate Discretionary Trust created herein pursuant to the provisions of this Declaration of Trust shall be held, administered and distributed as follows:

Section 1. Income and Principal. With respect to each separate trust, the Trustee is hereby authorized, in the sole discretion of the Trustee, at any time and from time to time, to distribute all or any part of the net income and/or principal of such separate trust to the beneficiary of such separate trust, as the Trustee deems desirable for the best interests of said beneficiary, or to accumulate all or any part of such net income and add the same to the principal of such separate trust to be held,

administered and distributed as a part thereof; provided, however, with respect to each separate trust of which Kelly shall be the beneficiary, during any period that an individual shall be acting as guardian of the person (the "Guardian") of Kelly during her minority, then the Trustee is hereby authorized, in the sole discretion of the Trustee, at any time and from time to time, to distribute such amount or amounts from the trust estate of such separate trust to the Guardian, individually and not as guardian, as the Trustee shall deem necessary to assist the Guardian in the purchase of a residence, the remodeling or refurnishing of the residence of the Guardian and/or the employment of additional household help, if the Trustee shall deem such expenditures to be a direct result of the Guardian acting as guardian of Kelly, and if the Trustee shall deem such expenditures to be desirable for the best interests of Kelly. Neither the Trustee nor Kelly shall have any interest in or title to such property, and the legal title to any such property shall be taken in the name of the Guardian as an individual and not as guardian. Nothing contained herein shall be construed as obligating the Trustee to make any distribution to the Guardian, as it is the Grantor's intention to delegate complete discretion over such distributions to the Trustee so that such determinations may be made in light of the facts and circumstances existing from time to time in order to be responsive to the best interests of Kelly.

Section 2. Limited Powers of Appointment. With respect to each separate trust, the Trustee, upon receipt of written direction as herein provided, shall distribute from the trust estate of such separate trust such amount or amounts as the beneficiary of such separate trust may appoint to or for the benefit of any one (1) or more persons, excluding from the class of potential appointees only said beneficiary, creditors of said beneficiary, the estate of said beneficiary and creditors of the estate of said beneficiary, as said beneficiary may designate by an instrument in writing, signed by said beneficiary and delivered to the Trustee, and/or upon the death of said beneficiary, as said beneficiary may designate by the valid Will of said beneficiary admitted to probate in any jurisdiction.

Section 3. Distribution on Death in Default of Exercise of Powers of Appointment. With respect to each separate trust, upon the death of the beneficiary thereof, before the complete distribution of the trust estate of such separate trust, then to the extent that the powers of appointment granted pursuant to Section 2 of this Article over any part of the then remaining trust estate of such separate trust have not been validly exercised, the Trustee shall distribute such then remaining trust estate of such separate trust as follows:

- (a) per stirpes to the then living descendants of said beneficiary; but if there shall be no then living descendant of said beneficiary, then
- (b) per stirpes to the then living descendants of said beneficiary's most immediate ancestor who was a descendant of the Grantor, and which ancestor has one (1) or more then living descendants; but if there shall be no said ancestor of said beneficiary of whom a descendant or descendants are then living, then
- (c) the Trustee shall divide the balance of the then remaining trust estate of such separate trust into as many equal shares as shall be required to distribute to each of the following persons who shall be then living the number of shares set forth after his or her name, and shall so distribute such shares:
 - (i) to Clare, four (4) shares; but if Clare shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Clare;
 - (ii) to Collette, one (1) share; but if Collette shall not be then living, then said one (1) share shall be distributed per stirpes to the then living descendants of Collette;
 - (iii) to Margaret, four (4) shares; but if Margaret shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Margaret;
 - (iv) to Garrett, four (4) shares; but if Garrett shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Garrett; and
 - (v) to Kelly, four (4) shares; but if Kelly shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Kelly; but if none of the persons hereinabove identified in this subsection (c) shall be then living, then
- (d) to the Final Distributees.

Section 4. Retention of Distributions in Trust. If pursuant to the provisions of Section 3 of this Article, the then remaining trust estate of a separate trust, or any share or portion thereof,

shall be distributable to any descendant of the Grantor, such then remaining trust estate, or share or portion thereof, shall not be distributed outright to said person but instead it shall be retained in trust by the Trustee as a separate trust (which trusts are herein collectively referred to as "Discretionary Trusts") of which said person shall be the beneficiary, and each such separate trust shall be designated by the name of said beneficiary, with such additional title as the Trustee may deem adequate clearly to identify such separate trust, and each such separate trust shall be held, administered and distributed subject to the provisions of this Article.

ARTICLE VII

Successor Trustees

Section 1. Successor Trustees to Grantor. In the event of the death, resignation, refusal, failure or inability of the Grantor to act as Trustee of any separate trust, then the Grantor's spouse and such other person or corporation as shall be appointed by the Grantor's spouse, by an instrument in writing, signed by the Grantor's spouse and delivered to the person or corporation so appointed, shall become successor Co-Trustees of such separate trust.

Section 2. Appointment of Successor Trustees. Subject to the provisions of Section 1 of this Article, in the event of a vacancy in the trusteeship of any separate trust, howsoever caused (except by reason of removal of a corporate Trustee of such trust), the successor Trustee to fill such vacancy in the trusteeship (and each further successor Trustee) shall be such one (1) or more persons or a corporation, or any combination thereof, designated by name or appointed in accordance with a plan established by the following persons, in the order named:

- (a) the Grantor's spouse;
- (b) a person who has attained twenty-five (25) years of age with respect to any separate trust of which said person shall be the beneficiary and each separate trust created therefrom; and
- (c) the then acting non-corporate Trustee of such separate trust, or a majority of the then acting non-corporate Trustees;

provided, however, that any such designation or plan shall be effective only to supplement and not to contravene any previous designation or plan which has not been revoked or cancelled pursuant to the provisions of this Article, or any subsequent plan established by a person in a prior position on the above list.

The power to establish a "plan" shall include the authority to designate any other person or persons who shall have the power to name successor Trustees or to create additional plans of successor Trustees.

Section 3. Method of Appointing Successor Trustees. In the exercise of the power to designate successor Trustees of the separate trusts held hereunder, different successor Trustees may be designated or appointed for each or any separate trust.

Any such designation may be made, or such plan established, by an instrument in writing signed by the holder of such power and delivered to the then acting individual Trustee, or if there shall be none, to the beneficiary of the separate trust for which a successor Trustee is being designated or to which such plan relates, or by the valid Will of said holder admitted to probate in any jurisdiction. The holder of such power may, at any time or from time to time, revoke any such designation made, or cancel any such plan established, such revocation or cancellation to be made in the same manner as is hereinabove provided for making such designation or establishing such plan; provided, however, that no such revocation or cancellation shall be effective to remove any then acting Trustee. Upon any such revocation or cancellation, the holder of such power shall have the same powers with respect to designating successor Trustees by name or by establishing a plan in the manner above provided, as if such power had never been exercised.

Section 4. Release of Powers to Appoint Successor Trustees. The powers to appoint Trustees herein granted pursuant to the provisions of this Article may be completely and irrevocably released at any time with respect to any one (1) or more separate trusts by an instrument in writing signed by the holder of such power and delivered to the then acting individual Trustee, or if there shall be none, to the beneficiary of the separate trust with respect to which such release relates.

Section 5. Trustees of Discretionary Trusts. Notwithstanding any provision herein to the contrary, with respect to each separate Discretionary Trust, on the date on which the beneficiary of such separate trust shall attain the age of twenty-five (25) years, or upon creation of such separate trust, if subsequent thereto, the sole Co-Trustees of such separate trust shall become said beneficiary and such one (1) or more persons or

a corporation, or any combination thereof, designated by name by said beneficiary by an instrument in writing signed by said beneficiary and delivered to the designated Trustees of such separate trust.

Section 6. Appointment of Successor Trustees in Default of Designation. In the event of a vacancy in the trusteeship of any separate trust which shall not otherwise be filled pursuant to the provisions of this Article, then the following, one (1) at a time and in the order named, shall act as successor Trustee of such separate trust to fill such vacancy in the trusteeship:

- (a) Clare;
- (b) Margaret;
- (c) Garrett; and
- (d) if no corporate Trustee shall be then acting, then Bank of Homewood, Homewood, Illinois.

Section 7. Appointment of Sole Corporate Trustee in Default of Designation. During any period or periods that there shall be no individual acting or eligible to act as Trustee of a separate trust, then until a successor Trustee shall be appointed, the then acting corporate Trustee shall serve as sole Trustee of such separate trust.

Section 8. Replacement of Corporate Trustee. Notwithstanding any provision herein to the contrary, in the event that a corporate Trustee shall at any time be acting as a Trustee of a separate trust, the holder of the power to designate or appoint successor Trustees at such time, or if none, a majority of the beneficiaries of such separate trust, may remove such then acting corporate Trustee of such separate trust with or without cause by delivering to said corporate Trustee a written instrument, signed by said holder or beneficiaries; provided, however, that such written instrument shall concurrently appoint a successor corporate Trustee having a capital and surplus of not less than Ten Million Dollars (\$10,000,000).

Section 9. Restricted Trustees. In the event the sole Trustee of any separate trust shall be a "restricted Trustee" (hereinafter defined), or in the event all of the Co-Trustees of any separate trust shall be restricted Trustees, then there shall be deemed to be a vacancy in the trusteeship of such separate trust.

ARTICLE VIII

Investment Advisors

Section 1. Direction by Investment Advisor. Notwithstanding any provision of this Agreement to the contrary, with respect to each separate trust hereunder for which an Investment Advisor shall be then acting, the Trustee of such separate trust shall sell, vote or take any other action with respect to the investment of the trust assets other than "Business Interests" (hereinafter defined) only upon the written or oral instructions (provided that action shall be taken only on the written direction of the Investment Advisor if the Investment Advisor shall so direct the Trustee in writing) of said Investment Advisor. The Trustee of each such separate trust is hereby relieved of any liability for any loss sustained by such separate trust as a result of any decision made by the Investment Advisor to act or refrain from acting with respect to the investment of the trust assets other than Business Interests, or the failure of the Investment Advisor to make any such decision, and the Trustee shall be under no duty to review or make recommendations with respect to the investment of the trust assets other than Business Interests. All or any part of the rights and powers conferred upon the Investment Advisor pursuant to the provisions of this Section may be relinquished at any time or from time to time by the Investment Advisor by notice in writing delivered to the Trustee of the separate trust to which such release relates. In the exercise of the rights and powers conferred upon the Investment Advisor pursuant to the provisions of this Section, the Investment Advisor shall be subject to all of the privileges, duties and obligations of a Trustee hereunder.

With respect to each separate trust of which there shall be more than one Investment Advisor then acting, any decision made by a majority of the then acting Investment Advisors shall be deemed to be the decision of all of the then acting Investment Advisors, without the imposition of any liability for such decision on an Investment Advisor who shall not agree thereto.

Section 2. Appointment of Initial Investment Advisor. In the event of the death, resignation, refusal, failure or inability of the Grantor to act as Trustee of any separate trust, then the Grantor's spouse shall act as the initial Investment Advisor of each separate trust hereunder.

Section 3. Appointment of Successor Investment Advisors. In the event of the death, resignation, removal, refusal, failure or inability of any person to act as Investment Advisor of any separate trust, the successor Investment Advisor to fill the vacancy in the position of Investment Advisor so caused (and each

further successor Investment Advisor) shall be such one (1) or more persons or a corporation, or any combination thereof, designated by name or appointed in accordance with a plan established by the following persons, in the order named:

- (a) the Grantor's spouse;
- (b) a person who has attained twenty-five (25) years of age with respect to any separate trust of which said person shall be the beneficiary and each separate trust created therefrom; and
- (c) the then acting non-corporate Investment Advisor of such trust, or a majority of the then acting non-corporate Investment Advisors;

provided, however, that any such designation or plan shall be effective only to supplement and not to contravene any previous designation or plan which has not been revoked or cancelled pursuant to the provisions of this Article, or any subsequent plan established by a person in a prior position on the above list.

The power to establish a "plan" shall include the authority to designate any other person or persons who shall have the power to name successor Investment Advisors or to create additional plans of successor Investment Advisors.

Section 4. Method of Appointing Successor Investment Advisors. In the exercise of the power to designate successor Investment Advisors of the separate trusts held hereunder, a different successor Investment Advisor may be designated or appointed for each or any separate trust.

Any such designation may be made or such plan established by an instrument in writing signed by the holder of such power and delivered to the then acting individual Trustee, or if there shall be none, to the beneficiary of the separate trust for which a successor Investment Advisor is being designated or to which such plan relates, or by the valid Will of said holder admitted to probate in any jurisdiction. The holder of such power may at any time or from time to time, revoke any such designation made or cancel any such plan established, such revocation or cancellation to be made in the same manner as is hereinabove provided for making such designation or establishing such plan. Upon any such revocation or cancellation, the holder of such power shall have the same powers with respect to designating a successor Investment Advisor by name or by establishing a plan in the manner above provided, as if such power had never been exercised.

Section 5. Release of Powers to Appoint Successor Investment Advisors. The power to appoint successor Investment Advisors hereinabove granted pursuant to the provisions of this Article may be completely and irrevocably released at any time with respect to any one (1) or more separate trusts by an instrument in writing signed by any person or persons granted that power and delivered to the then acting individual Trustee, or if there shall be none, to the beneficiary of the separate trust with respect to which such release relates.

Section 6. Investment Advisor of Discretionary Trusts. Notwithstanding any provision herein to the contrary, with respect to each separate Discretionary Trust, on the date on which the beneficiary of such separate trust shall attain the age of twenty-five (25) years, or upon creation of such separate trust, if subsequent thereto, the sole Investment Advisor of such separate trust shall be said beneficiary.

ARTICLE IX

Business Advisors

Section 1. Direction by Business Advisor. Notwithstanding any provision of this Agreement to the contrary, with respect to each separate trust hereunder for which a Business Advisor shall be then acting, the Trustee of such separate trust shall sell, vote or take any other action with respect to the investment of Business Interests only upon the written or oral instructions (provided that action shall be taken only on the written direction of the Business Advisor if the Business Advisor shall so direct the Trustee in writing) of said Business Advisor. The Trustee of each such separate trust is hereby relieved of any liability for any loss sustained by such separate trust as a result of any decision made by the Business Advisor to act or refrain from acting with respect to the investment of Business Interests, or the failure of the Business Advisor to make any such decision, and the Trustee shall be under no duty to review or make recommendations with respect to the investment of Business Interests. All or any part of the rights and powers conferred upon the Business Advisor pursuant to the provisions of this Section may be relinquished at any time or from time to time by the Business Advisor by notice in writing delivered to the Trustee of the separate trust to which such release relates. In the exercise of the rights and powers conferred upon the Business Advisor pursuant to the provisions of this Section, the Business Advisor shall be subject to all of the privileges, duties and obligations of a Trustee hereunder.

With respect to each separate trust of which there shall be more than one Business Advisor then acting, any decision made by a majority of the then acting Business Advisors shall be deemed to be the decision of all of the then acting Business Advisors, without the imposition of any liability for such decision on an Business Advisor who shall not agree thereto.

Section 2. Appointment of Initial Business Advisor. In the event of the death, resignation, refusal, failure or inability of the Grantor to act as Trustee of any separate trust, then the Grantor's spouse shall act as the initial Business Advisor of each separate trust hereunder.

Section 3. Business Advisor Following Grantor and Grantor's Spouse. Subject to the provisions of subsection 4(a) of this Article, but notwithstanding any other provision herein to the contrary, in the event that the Grantor's spouse shall be unable or unwilling to act as the Business Advisor of any separate trust hereunder, then Garrett shall act as the sole Business Advisor of such separate trust.

Section 4. Appointment of Successor Business Advisors. In the event of the death, resignation, removal, refusal, failure or inability of any person to act as Business Advisor of any separate trust, the successor Business Advisor to fill the vacancy in the position of Business Advisor so caused (and each further successor Business Advisor) shall be such one (1) or more persons or a corporation, or any combination thereof, designated by name or appointed in accordance with a plan established by the following persons, in the order named:

- (a) the Grantor's spouse;
- (b) Garrett; and
- (c) the then acting non-corporate Business Advisor of such trust, or a majority of the then acting non-corporate Business Advisors;

provided, however, that any such designation or plan shall be effective only to supplement and not to contravene any previous designation or plan which has not been revoked or cancelled pursuant to the provisions of this Article, or any subsequent plan established by a person in a prior position on the above list.

The power to establish a "plan" shall include the authority to designate any other person or persons; who shall have the power to name successor Business Advisors or to create additional plans of successor Business Advisors.

Section 5. Method of Appointing Successor Business Advisors. In the exercise of the power to designate successor Business Advisors of the separate trusts held hereunder, a different successor Business Advisor may be designated or appointed for each or any separate trust.

Any such designation may be made or such plan established by an instrument in writing signed by the holder of such power and delivered to the then acting individual Trustee, or if there shall be none, to the beneficiary of the separate trust for which a successor Business Advisor is being designated or to which such plan relates, or by the valid Will of said holder admitted to probate in any jurisdiction. The holder of such power may at any time or from time to time, revoke any such designation made or cancel any such plan established, such revocation or cancellation to be made in the same manner as is hereinabove provided for making such designation or establishing such plan. Upon any such revocation or cancellation, the holder of such power shall have the same powers with respect to designating a successor Business Advisor by name or by establishing a plan in the manner above provided, as if such power had never been exercised.

Section 6. Release of Powers to Appoint Successor Business Advisors. The power to appoint successor Business Advisors hereinabove granted pursuant to the provisions of this Article may be completely and irrevocably released at any time with respect to any one (1) or more separate trusts by an instrument in writing signed by any person or persons granted that power and delivered to the then acting individual Trustee, or if there shall be none, to the beneficiary of the separate trust with respect to which such release relates.

Section 7. Definition of Business Interests. As used in this Article, the term "Business Interests" shall be deemed to mean any interest in McBrady Engineering, Inc., and any successor to all or any part of its business or assets, which shall constitute all or any portion of the trust estate of any separate trust hereunder.

ARTICLE X

Special Provisions Relating to Business Interests

Section 1. Option to Acquire. Notwithstanding any provision of this Declaration of Trust to the contrary, following the death of the survivor of the Grantor and the Grantor's spouse, if Garrett shall be then living and acting as the Business Advisor of each separate trust hereunder, Garrett shall have the right at any time to require any or all descendants of the Grantor (other than

Garrett) to sell to Garrett and/or any separate trust hereunder of which Garrett shall be the sole beneficiary all or any portion of the Business Interests which shall constitute a part of the trust estate of any separate trust created under this Declaration of Trust of which any said descendant shall be the sole beneficiary (the "call right"). Garrett shall exercise such call right by written notice delivered to said descendant at any time. The "purchase price" shall be equal to the fair market value of any such Business Interests subject to such call right [determined without regard to a control premium, minority discount or lack of marketability discount] as of the date written notice shall have been delivered to said descendant. The purchase price shall be determined by the appraisal procedure set forth in Section 3 of this Article. As used in this Section, any reference to Garrett shall mean Garrett and/or a trust of which Garrett shall be the sole beneficiary and any reference to a descendant of the Grantor (other than Garrett) shall mean said descendant and/or a trust of which said descendant shall be the sole beneficiary.

Section 2. Right to Sell. Notwithstanding any provision of this Declaration of Trust to the contrary, following the death of the survivor of the Grantor and the Grantor's spouse, during such time as Garrett shall be living and acting as the Business Advisor of each such separate trust hereunder, then each descendant of the Grantor (other than Garrett) shall have the right to sell and Garrett and/or any separate trust hereunder of which Garrett shall be the sole beneficiary shall be required to purchase the Business Interests which shall constitute a part of the trust estate of any separate trust created under this Declaration of Trust of which said descendant shall be the sole beneficiary (the "put right"); provided, however, each exercise of such put right shall not cause Garrett and/or any separate trust hereunder of which Garrett shall be the sole beneficiary to purchase more than the greater of (a) five percent (5%) of the value of the Business Interests which shall constitute a part of the trust estate of such separate trust as of the date of the creation of such separate trust and (b) five percent (5%) of (i) the value of the Business Interests which shall constitute a part of the trust estate of such separate trust as of the date of the exercise of such put right and (ii) the value of all Business Interests which heretofore shall have been sold pursuant to the provisions of this Section by the exercise of such put right (valued as of the date of the exercise of such put right). Such put right shall be exercisable every three (3) years following the date of death of the survivor of the Grantor and the Grantor's spouse. Said descendant shall be entitled to exercise such put right by written notice delivered to Garrett and/or any separate trust hereunder of which Garrett shall be the sole beneficiary within sixty (60) days following the death of the survivor of the Grantor and the Grantor's spouse, and within sixty (60) days of each third anniversary thereafter of the death of the

survivor of the Grantor and the Grantor's spouse. The "purchase price" shall be equal to the fair market value of such Business Interests subject to such put right [determined without regard to a control premium, minority discount or lack of marketability discount] as of the date written notice shall have been delivered to Garrett and/or any separate trust hereunder of which Garrett shall be the sole beneficiary. The purchase price shall be determined by the appraisal procedure set forth in Section 3 of this Article. As used in this Section, any reference to a descendant of the Grantor shall mean said descendant and/or a trust of which said descendant shall be the sole beneficiary and any reference to Garrett shall mean Garrett and/or a trust of which Garrett shall be the sole beneficiary.

Section 3. Appraisal Procedure. The "purchase price" shall be determined by two (2) independent appraisers, one (1) selected by Garrett and one (1) selected by the descendant of the Grantor from whom Garrett shall be exercising his call right or the descendant of the Grantor who shall be exercising his or her put right, as the case may be. The two (2) appraisers shall be selected within thirty (30) days after written notice shall have been delivered to Garrett or said descendant, as the case may be, as hereinabove provided. If within sixty (60) days after selection of the appraisers they have agreed on the value of such Business Interests or the lower of the two (2) determinations does not vary from the higher determination by greater than ten percent (10%) of the higher determination, then the agreed upon value or the average of the two (2) determinations shall be binding and conclusive. If within such sixty (60) day period the two (2) appraisers have not agreed or the lower of the two (2) determinations varies from the higher determination by greater than ten percent (10%) of the higher determination, a third independent appraiser shall be chosen within ten (10) days thereafter by the mutual consent of such first two (2) appraisers. The determination of the third appraiser so appointed and chosen shall be given within thirty (30) days after the selection of such third appraiser, and such determination shall be binding and conclusive.

Section 4. Assignability. Notwithstanding any provision of this Declaration of Trust to the contrary, the put and call rights created herein pursuant to the provisions of this Article shall be assignable at any time to the business entity to which such put or call right relates. Such business entity shall succeed to all of the rights and obligations of the transferor hereunder and shall be bound by all of the terms and provisions of this Article.

Section 5. Closing. The purchase and sale of any Business Interests pursuant to the exercise of the put and call rights created herein pursuant to the provisions of this Article shall be

consummated by payment of the purchase price as determined by the appraisal procedure set forth in Section 3 of this Article in one (1) lump sum no later than sixty (60) days following the final determination of such purchase price.

ARTICLE XI

Special Provisions

Section 1. Restrictions on Distribution of Business Interests. Notwithstanding anything in this Declaration of Trust to the contrary:

- (a) No Business Interests shall be distributed outright to a beneficiary from any separate trust pursuant to the exercise of the discretionary powers herein granted the Trustee with respect to the distribution of income and/or principal to the beneficiaries of the various trusts created hereunder unless the Business Advisor of such separate trust shall consent to such distribution (which consent may be given on a prospective basis);
- (b) No Business Interests shall be distributed outright to any person from any separate trust pursuant to the exercise of any limited power of appointment herein granted unless the Business Advisor of such separate trust shall consent to such distribution (which consent may be given on a prospective basis);
- (c) No Business Interests shall be distributed to any trust pursuant to the exercise of any limited power of appointment herein granted unless: (i) the governing instrument of such distributee trust prohibits the distribution of Business Interests without the consent of the Business Advisor of the separate trust hereunder; (ii) the Trustee of the distributee trust signs and delivers to the Business Advisor of the distributing trust created hereunder a written instrument, in form satisfactory to the Business Advisor of such separate trust hereunder, pursuant to which the Trustee of the distributee trust agrees (in a manner which will be binding on any successor Trustees of such trust) not to distribute any Business Interests without the consent of the Business Advisor of such separate trust hereunder; or (iii) the Business Advisor of such separate trust consents to such distributions (which consent may be given on a prospective basis);

- (d) No Business Interests held in any separate trust created hereunder shall be merged with any other separate trust pursuant to the provision herein entitled "Merger of Trusts" unless: (i) the governing instrument of the trust into which the Business Interests are to be merged prohibits the distribution of Business Interests without the consent of the Business Advisor of such separate trust hereunder; (ii) the Trustee of the trust into which the Business Interests are to be merged signs and delivers to the Business Advisor of the merging trust created hereunder a written instrument, in form satisfactory to the Business Advisor of such separate trust hereunder, pursuant to which the Trustee of the trust into which the Business Interests are to be merged agrees (in a manner which will be binding on any successor Trustees of such trust) not to distribute any Business Interests without the consent of the Business Advisor of such separate trust hereunder; or (iii) the Business Advisor of such separate trust hereunder consents to such merger; and
- (e) No Business Interests shall be transferred to any separate trust pursuant to the provision herein entitled "Transfers to Other Trusts" unless: (i) the governing instrument of the trust to which the Business Interests are to be transferred prohibits the distribution of Business Interests without the consent of the Business Advisor of such separate trust hereunder; (ii) the Trustee of the trust to which the Business Interests are to be transferred signs and delivers to the Business Advisor of the transferring trust created hereunder a written instrument, in form satisfactory to the Business Advisor of such separate trust hereunder, pursuant to which the Trustee of the trust to which said Business Interests are to be transferred agrees (in a manner which will be binding on any successor Trustees of such trust) not to distribute any Business Interests without the consent of the Business Advisor of such separate trust hereunder; or (iii) the Business Advisor of such separate trust consents to such transfer.

The restrictions on distribution of Business Interests set forth in the foregoing provisions of, this Section shall in no way restrict or limit the power of the Trustee to make outright distributions of Business Interests pursuant to the Article herein entitled "Accumulations and Perpetuities".

Section 2. Provisions Regarding Restricted Business Advisors. No restricted Business Advisor (hereinafter defined) shall exercise any voice, determination or vote with respect to

the matters described in Section 1 of this Article, and all decisions regarding the matters described in Section 1 of this Article shall be made by the Business Advisor or the Business Advisors of such separate trust who are not restricted Business Advisors. In the event that the sole Business Advisor of any separate trust shall be a restricted Business Advisor, or in the event that all of the Business Advisors of any separate trust shall be restricted Business Advisors, then there shall be deemed to be a vacancy in the position of Business Advisor of such separate trust which shall be filled pursuant to the provisions of the Article herein entitled "Business Advisors"; provided, however, that notwithstanding anything in this Trust Agreement to the contrary, an Business Advisor appointed pursuant to the provisions of such Business Advisors Article to fill a vacancy in the position of Business Advisor resulting from the fact that the sole Business Advisor or all then acting Business Advisors are restricted Business Advisors shall be a "Special Business Advisor", and as such, shall exercise no discretion regarding the purchase, sale, voting or taking of any other action with respect to the investment of the Business Interests of such separate trust, but instead, said Special Business Advisor's sole function shall be to make decisions regarding the matters described in Section 1 of this Article.

ARTICLE XII

Simultaneous Deaths

If the Grantor and the Grantor's spouse shall die under such circumstances that there is no sufficient evidence that they died otherwise than simultaneously, the trust shall be administered and this Agreement shall be read as though the Grantor's spouse had survived the Grantor.

ARTICLE XIII

Additions

The Grantor or any other person or persons may add to the trust estate of any separate trust created hereunder, by Will or inter vivos, at any time and from time to time, money, securities, and other property, real or personal, and when delivered or conveyed to the Trustee, all such property shall be held by the Trustee in every respect subject to the terms of this Agreement.

ARTICLE XIV

Interpretation

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

ARTICLE XV

Accumulations and Perpetuities

Notwithstanding any provision of this Agreement to the contrary, no separate trust, nor any share or portion thereof, shall be held in trust for longer than, nor shall any estate or trust created by the exercise of any limited power of appointment hereunder terminate later than twenty-one (21) years after the date of death of the last survivor of a group consisting of the Grantor, all descendants of the Grantor who are living at the date of execution of this Agreement, all natural persons who are mentioned by name in this Agreement, and all descendants of all such persons who are living at the date on which the Grantor's power to revoke this Agreement shall terminate (by reason of death of the Grantor or otherwise). If at the expiration of such period, any separate trust, or any share or portion thereof, is still held in trust, or any estate has not terminated, the Trustee shall cease to accumulate any net income thereof, and such separate trust, or share or portion thereof, or such estate, shall vest in and immediately be distributed to the beneficiary of said income, or if there shall be more than one such beneficiary, then to all such beneficiaries in equal shares; provided, however, that no trust or estate shall terminate pursuant to the provisions of this Article, if such trust or estate would otherwise be legally valid without the application of the provisions of this Article.

ARTICLE XVI

Spendthrift Provision

No income or principal distributable or to become distributable with respect to a separate trust shall be transferable, assignable or subject to being anticipated in any manner whatsoever, charged or encumbered by any person beneficially interested in such separate trust, or subject to any claim for alimony or for the support of a spouse pursuant to a decree or separation agreement, or to being taken or reached by any legal or equitable process in satisfaction of any debt, liability or obligation of said person prior to its receipt by said person;

provided, however, that the provisions of this Article shall not prevent the exercise of, or transfer pursuant to the exercise of, any power of appointment granted hereunder.

ARTICLE XVII

Statement to Trustee

With respect to each separate trust, it is the Grantor's desire that the Trustee exercise the discretionary powers herein conferred primarily to benefit the beneficiary of such separate trust, rather than the remaindermen of such separate trust, even to the extent of terminating a trust by distributing the entire trust estate to the beneficiary and thereby eliminating the contingent interest of the remaindermen. In that regard, it is the Grantor's wish that the term "best interests" of a beneficiary be liberally construed and include not only the possibility of distributions for the support, medical care and education (including, but not limited to, college, post-graduate, professional, vocational, language and artistic studies) of said beneficiary, but also the possibility of distributions for his or her comfort, convenience and happiness. As illustrations, and not in limitation of the purposes for which distributions may be made pursuant to such standard, the Trustee may make distributions to enable said beneficiary to travel for education or pleasure purposes, purchase and/or furnish a personal residence, enter into business ventures personally, and/or simply to augment the beneficiary's personal net worth, even if the beneficiary already has a very substantial net worth. However, in making any distribution of principal, the Grantor desires that the Trustee consider not merely the general economic requirements of the beneficiary, but also the ability of said beneficiary to deal with and manage the monies or property involved. Accordingly, the Trustee shall make distributions in a lump sum or in installments, as the Trustee, in the sole discretion of the Trustee, shall deem appropriate, bearing the foregoing considerations in mind.

ARTICLE XVIII

Trustee Powers, Rights and Duties

Section 1. Trustee Powers. In addition to the powers conferred by law upon trustees, and not by way of limitation thereof, the Trustee of each separate trust is hereby authorized to exercise the following powers for the sole benefit of the beneficiary of such trust:

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

(b) to hold, manage, insure, coinsure, reinsure, improve, repair and control all property, real or personal, at any time forming a part of the trust estate; to continue to hold any or all property, real or personal, received by the Trustee from any person or fiduciary as a part of the trust estate or as an addition to the trust estate, even though the same be of a kind not usually considered suitable for trustees to select or hold, or be of a larger proportion in one (1) or more investments than the trust estate should, but for this provision, hold, including residential property, and irrespective of any risk, nonproductiveness, or lack of diversification;

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

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

(e) to borrow money from any source (including any fiduciary hereunder), to extend or renew any existing indebtedness; and to mortgage or pledge any property at any time forming a part of the trust estate; to guarantee payment of any loan from a third person to a beneficiary or to a partnership of which a beneficiary or the trust is a general or limited partner and to pledge or hypothecate all or any part of the trust estate as collateral for such guarantee;

(f) to settle, compromise, contest, agree to arbitrate and be bound thereby, extend the time for payment or abandon claims or demands in favor of or against the trust estate or any part thereof;

(g) to sell, convey, release, mortgage, encumber, lease, partition, improve, manage, protect and subdivide any real estate interests therein or parts thereof; to dedicate for public use, to vacate any subdivisions or parts thereto, to resubdivide, to

contract, to sell, to grant options to purchase, to sell on any terms, to convey, to mortgage, pledge or otherwise encumber such property, or any part thereof; to lease such property, or any part thereof from time to time in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time including a period beyond the terms of the trust, and to renew or extend leases, to amend, change or modify the terms and provisions of any lease, and to consent to the assignment of leases, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of any reversion; to partition or to exchange such real property, or any part thereof, for any real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about an easement appurtenant to such property or any part thereof; to construct and reconstruct, remodel, alter, repair, add to or take from buildings on such premises; to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; to direct the Trustee of any land trust of which the trust is a beneficiary to convey title to the real estate subject to such land trust, to execute and deliver deeds, mortgages, notes, and any and all documents pertaining to the property subject to such land trust and in all matters regarding such trust and/or to execute assignments of all or any part of the beneficial interest in such land trust;

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

(i) to invest and reinvest the trust estate wholly or partially in common stock or in any other type or types of assets (without regard to whether such shall be sanctioned for trust investment by any state, listed on any stock exchange or other public market, registered with any securities commissions or similar bodies or subject to contractual, legal or other restrictions, including "investment letter" restriction), including but not limited to bonds, notes, debentures, mortgages, preferred stocks, puts or calls, voting trust certification, options, beneficial interests in land trusts, interests in common trust funds, mutual funds, "open-end" or "closed end" investment funds or trusts, real estate investment trusts or savings and loan or building and loan associations, oil, gas, or other mineral interests, motion picture, radio, television or CATV production

programming and licenses, livestock or other animals, commodities, foreign exchange, insurance or endowment policies, annuities, variable annuities or other property or undivided interests in property, real or personal, foreign or domestic, as the Trustee may deem advisable without being limited by any statute or law regarding investments by Trustees; and in that connection, without limiting the generality of the foregoing, to invest the trust estate or any part thereof in any partnership, limited partnership, or joint venture, and to have and to exercise all the powers of management and participation in the management necessary and incidental to a membership in such partnership, limited partnership, or joint venture, including the making of charitable contributions, and at any time to participate in the incorporation of any such enterprise;

(j) to retain any interests in oil, gas or other mineral resources received from any source and to acquire and retain other interests in oil, gas or mineral resources; to execute as to those interests any agreements, assignments, contracts, deeds, grants, leases for any term (even though the term may extend beyond the termination of such separate trust) and any other instruments or documents; to manage, control, operate, explore, mine, develop or take any action for the production, recovery, sale, treatment, storage or transportation of any interest in oil, gas or other mineral resources; to drill, rework or recomplete 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 facilities; and interests in oil, gas and other mineral resources may be retained and acquired without liability for any loss and without application to any court;

(k) to purchase or otherwise acquire, for cash, credit or installments, or to invest in, reinvest in, retain or continue for an indefinite term, any business or business interests, as shareholder, creditor, partner, proprietor, or otherwise, even though it may be closely or privately held or may constitute all or a large portion of the trust estate of a separate trust; to participate in the conduct of such business or to rely upon others to do so, and to take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual could take as owner of such business, including the voting of stock, and the determination of all questions of policy; to take possession of the assets of such business, and to exercise complete control and management of such business, and in connection therewith, to enter into and perform contracts, commitments, orders, and engagements; to incur expenses and debts in connection with the conduct and operation of such business, and to pay and discharge such expenses and debts; to join in and execute partnership agreements and amendments thereto; to participate in

any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of such business or any change in its nature and to retain and continue such changed or successor business; to invest additional capital in, subscribe to or buy additional stock or securities of or make or guarantee new or increased secured, unsecured or subordinated loans to any business, with trust funds; to rely upon the reports of certified public accountants as to the operations and financial condition of any business, without independent investigation and without obligation to file any report with the court in any jurisdiction; to elect, employ and compensate directors, officers, employees or agents of any business, who may include the Trustee or a director, officer or agent of the Trustee; to deal with and act for such business in any capacity, including any banking or trust capacity and the loaning of money out of a Trustee's own funds, and to be compensated therefore; to sell, pledge or liquidate any interest in such business;

(l) to determine whether receipts shall constitute principal or income, and whether expenses are properly chargeable to principal or income (except as otherwise provided herein, the Trustee shall be governed in such determinations by the provisions of the Principal and Income Act from time to time in force in the jurisdiction whose laws shall control the administration of the trust, or if there shall be no such act in force, by the National Conference of Commissioners on Uniform State Laws, as then amended; but in all cases not governed by any such Act, the Trustee is hereby authorized to determine what shall be charged or credited to income and what to principal, and the determination of the Trustee shall be conclusive upon all persons); to establish out of income and credit to principal reasonable reserves for the depreciation or depletion of tangible property; to amortize premiums paid on the purchase of securities or other property; provided, however, any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed principal;

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

(n) to vote, or refrain from voting, any corporate stock either in person or by general or limited proxy, for any purpose, including without limiting the generality of the foregoing, for

the purpose of electing any Trustee or beneficiary as a director of any such corporation; to exercise or sell any conversion privilege, warrant, option or subscription right with respect to any security forming a part of the trust estate; to consent to take any action in connection with and receive and retain any securities resulting from any reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of the assets of any corporation or other organization, the securities of which may at any time form a part of the trust estate; to deposit any securities with or under the direction of a committee formed to protect said securities and to consent to or participate in any action taken or recommended by such committee; to pay all assessments, subscriptions and other sums of money which may seem expedient for the protection of the interest of such trust as the holder of such stocks, bonds or other securities; to enter into an agreement making such trust liable for a pro rata share of the liabilities of any corporation which is being dissolved and in which stock is held, when in the opinion of the Trustee, such action is necessary to the plan of liquidation and dissolution of any such corporation; to join in and vote for participation in or modification or cancellation of any restrictive purchase or retirement agreement relating to any partnership interest or corporate stock held as a portion of such trust; to join in the formation, modification, amendment, extension or cancellation of any voting trust;

(o) to cause any securities or other property, real or personal, which may at any time form a part of the trust estate, to be issued, held or registered in any Trustee's individual name without indication of any fiduciary capacity, or in the name of a nominee, or in such form that title will pass by delivery;

(p) to deal in every way and without limitation or restriction with the Executor, Trustee, or other representatives of any trust or estate in which the beneficiary of such separate trust has any existing or future interest (even though the Trustee may be acting in such other capacity);

(q) to open accounts, margin or otherwise, with brokerage firms, banks or others, and to invest the funds of the trust estate in, and to conduct, maintain and operate, these accounts for the purchase, sale and exchange of stocks, bonds and other securities, and in connection therewith to borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating these accounts;

(r) to move any part or all of the trust estate of any separate trust to any location, whether within or without the United States of America; and to transfer the situs of any trust

property to any jurisdiction as often as the Trustee deems it advantageous to the trust, appointing a substitute Trustee to itself to act with respect thereto. In connection therewith, the Trustee may delegate to any such substitute Trustee any or all of the powers, discretionary or otherwise, given to the Trustee, and may elect to act as Advisor to such substitute Trustee and shall receive reasonable compensation for so acting; and the Trustee may remove any acting substitute Trustee and appoint another, including itself, at will;

(s) to open and maintain one (1) or more savings accounts or checking accounts and to rent one (1) or more safety deposit boxes or vaults with any bank, trust company, safety deposit box company, savings and loan association or building and loan association, wherever located, whether within or without the United States of America, even if, in the case of a bank or trust company, such bank or trust company shall be acting as Trustee of such trust; to deposit to the credit of such account or accounts all or any part of the funds belonging to the trust estate, whether or not such funds may earn interest; from time to time, to add to or remove some or all of the items placed in any safety deposit box or vault, or to withdraw a portion or all of such funds so deposited by check or other instrument signed by the Trustee as Trustee of such trust, or by such other person or persons as the Trustee may from time to time authorize (including appointment of a deputy or deputies of a safety deposit box or vault), or if more than one Trustee shall be acting hereunder, by such one (1) or more of the Trustees as shall be designated by a majority of the Trustees or such other person or persons as said majority of the Trustees may from time to time authorize, and any such bank, company or association is hereby authorized to allow such person or persons access to such safety deposit box or vault and to pay such check or other instrument and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed, without inquiry of any kind; and access when so allowed, and payments when so made by such bank, company or association, shall not be subject to criticism or objection by any person concerned or interested in any way in the trust;

(t) to lend the principal or income of the trust estate to the beneficiary thereof, without interest and without security, or to make loans to such other persons, partnerships, corporations, trusts or estates, upon such terms, with such security and rates of interest as the Trustee may deem advisable;

(u) to allocate different kinds or disproportionate shares of property or undivided interests in property among beneficiaries of separate trusts and to determine the value thereof; except as otherwise provided herein, to make joint investments for any

separate trust hereunder of which the Trustee is trustee or co-trustee and to hold such joint investments as a common fund for purposes of administration, dividing the net income therefrom in the same proportions as the respective interests of such trusts herein;

(v) to settle the accounts of a deceased, incapacitated or resigned Trustee, all persons having any interest in the trust to be conclusively bound by such settlement;

(w) at any time and from time to time, and subject to revocation at any time, to delegate the authorities, discretions and powers or any of them herein conferred upon a Trustee to any one (1) or more Co-Trustees then acting and/or any other person or persons and/or a corporation or corporations, such delegation and all revocations thereof to be evidenced by an instrument in writing, signed and delivered to the Co-Trustee, Co-Trustees, person, persons, corporation or corporations to whom the delegation is made and to the beneficiary of the trust;

(x) to make any payment, to receive any money, to take any action and to make, execute, deliver and receive any contract, deed, instrument or document, which may be deemed necessary or advisable to exercise any of the foregoing powers or to carry into effect any provisions herein contained; and in addition to the powers enumerated hereinabove, to do all other acts which in the judgment of the Trustee are necessary or desirable for the proper administration of the trust estate;

(y) to buy, own and/or pay premiums on insurance on the life of any person;

(z) to grant a testamentary "general power of appointment" (as that term is defined in Section 2041 of the Code) to any beneficiary of any separate trust with respect to all or any part of the trust estate of such separate trust, or to eliminate such power at any time after it shall have been granted to said beneficiary, such grant or elimination to be made by means of a written instrument signed by the Trustee and delivered to said beneficiary; provided, however, that no restricted Trustee shall have any voice, vote or otherwise participate in any decision to grant or to eliminate a previous grant of a testamentary general power of appointment to any beneficiary;

(aa) to divide the trust estate of any separate trust equally or unequally into one (1) or more separate shares, each of which shall be held, administered and distributed as a separate trust upon terms identical to the terms of the trust from which it is created;

(bb) to amend the provisions of any separate trust (other than any separate Marital Trust) and/or to take any other actions which the Trustee may deem advisable in order to permit such trust to hold stock in an S corporation; provided, however, that no restricted Trustee shall have any voice, vote or otherwise participate in any decision as to the advisability or the manner in which this power shall be exercised;

(cc) to amend the provisions of any separate trust (other than any separate Marital Trust) and/or to take any other actions which the Trustee may deem advisable in order to permit such trust to qualify for the exemption under Section 1433(b)(3) of the Tax Reform Act of 1986;

(dd) to make or refrain from making with respect to any separate trust any election available under any applicable tax law; and

(ee) where there are two (2) or more trusts held for the benefit of the same beneficiary upon similar terms and one (1) or more of those trusts has an "inclusion ratio", as that term is defined in Section 2642 of the Code, which is less than the inclusion ratio of the other trust or trusts, the Trustee may, in the sole discretion of the Trustee, make discretionary distributions of principal (and/or income, unless income distributions from such trusts are mandatory) to said beneficiary primarily or exclusively from the trust or trusts with the higher inclusion ratio.

The Trustee shall have absolute discretion regarding the manner in which the hereinabove enumerated powers, and those powers conferred upon the Trustee by law, shall be exercised, and the Trustee's decision in that regard shall be final, and not subject to question by any person; provided, however, that nothing herein contained shall be construed to enable the Trustee to lend the principal or income of the trust estate, directly or indirectly, to any person who is not beneficially interested in such trust estate, without adequate interest and security, nor enable any person to purchase, exchange or otherwise deal with or dispose of the principal or income of the trust estate for less than an adequate consideration in money or money's worth.

Section 2. Payments When Beneficiary Under Disability. In the event that income or principal which is distributable to a beneficiary in the sole discretion of the Trustee, shall become distributable to a minor beneficiary or to a beneficiary under other legal disability or to a beneficiary not adjudicated incompetent, but who, by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable properly to administer such amounts, then such amounts may be paid out by the

Trustee in such one (1) or more of the following ways that the Trustee shall deem best: (a) directly to said beneficiary; (b) to the legally appointed guardian or conservator of said beneficiary; (c) to a parent or some relative or friend for the care, support and education of said beneficiary; (d) to a custodian for said beneficiary under any Uniform Transfers to Minors Act or Gifts of Securities to Minors Act; or (e) by the Trustee using such amounts directly for the benefit of said beneficiary and/or for the reasonable support and medical care of such persons whom said beneficiary has a legal obligation to support.

Section 3. Annual Statement. Upon written request of a beneficiary of a separate trust, the Trustee shall render annual statements of the receipts and disbursements and of the financial condition of such separate trust to said beneficiary.

Section 4. Trustee Compensation and Expenses. The Trustee shall be entitled to receive from each separate trust a fair and just compensation for services rendered as Trustee, and the Trustee shall also be reimbursed from the trust estate of such trust for all reasonable expenses incurred in the management and distribution of such trust.

Section 5. Third Parties and Bonding. No person dealing with the Trustee shall be obligated to inquire as to the powers of the Trustee or to see to the application of any money or property delivered to the Trustee. The Trustee shall not be required to obtain authority from or approval of any court in the exercise of any power conferred upon him hereunder. The Trustee shall not be required to make any current reports or accountings to any court nor to furnish a bond for the proper performance of the duties of the Trustee as Trustee of any separate trust, but if any such bond is nevertheless required by any law, statute or rule of court, no surety shall be required thereon.

Section 6. No Personal Liability of Trustee. With regard to any contract, agreement, undertaking, covenant or representation, entered into or made by, or on behalf of, the Trustee for the benefit of any separate trust hereunder, any rights, liabilities or obligations created by virtue of such contract, agreement, undertaking, covenant or representation shall be solely the rights, liabilities, and obligations of such separate trust, and shall not be the personal rights, liabilities or obligations of the Trustee, and, accordingly, no such liability or obligation shall at any time be asserted or enforceable against the Trustee personally, but only against the assets of such separate trust.

Section 7. Reimbursement for Tax Payments. If the Trustee shall be compelled at any time during the existence of any separate trust, or any time thereafter, to pay any tax or penalty

with respect to such separate trust for any reason, the Trustee shall be entitled to be reimbursed from the property of such separate trust, or to the extent that the property of such separate trust shall then be insufficient, or if such trust shall be then terminated, the Trustee shall be reimbursed by the person or persons to whom any property of such trust shall have been distributed to the extent of the amount received by each such person. The Trustee, before making any distribution of either income or principal from such separate trust, may accordingly require an undertaking by said person or persons in form satisfactory to the Trustee to reimburse the Trustee for all such taxes and penalties, or the Trustee may withhold distribution of a reasonable amount required to meet any taxes, interest and penalties thereon pending release of any tax lien or the final determination of any tax controversy.

Section 8. Trustee Liability. The Trustee shall not be liable for any loss of the trust estate of any separate trust occasioned by acts in good faith in the administration of such separate trust (including acts in reliance upon an opinion of counsel) and in any event the Trustee shall be liable only for willful wrongdoing, or gross negligence, but not for honest errors of judgment.

Section 9. Right of Trustee to Secure Releases. The Trustee of a separate trust is hereby authorized to secure from any beneficiary of such trust a full and complete release from any and all liabilities whatever attributable to any acts by the Trustee, or any decision by the Trustee to act or to refrain from acting in any manner whatsoever, with respect to the investment of the assets of the trust estate, retention of any or all trust assets, and the sale or disposition of any or all trust assets, and to secure the written approval by any beneficiary of any account or statement required by Section 3 of this Article, and such release or approval shall be binding and conclusive upon said beneficiary and upon all of said beneficiary's descendants (including then unborn descendants) who may then have or thereafter acquire any interest in such trust.

Section 10. Merger of Corporate Trustee. If any corporate trustee at any time acting as Trustee of a separate trust shall be merged into or consolidated with or shall sell or transfer all or substantially all of its assets and business to another corporation, or shall be in any manner reorganized or re-incorporated, the corporation to which such sale or transfer shall be made, or the corporation resulting therefrom, shall thereupon become the Trustee of such trust without any further act on the part of any Trustee or beneficiary of such trust.

Section 11. Resignation of Trustee. Any Trustee of any separate trust may resign at any time by written notice delivered to each beneficiary of such separate trust and to each Co-Trustee of such separate trust, if any.

Section 12. Trustee Need Not Serve in All Trusts. The resignation, refusal, failure or inability of any Trustee to act as Trustee of any separate trust shall not prevent said Trustee from acting as Trustee of any other separate trust.

Section 13. Powers, Rights and Duties of Successor Trustees. Wherever reference is made herein to the Trustee, such reference shall be deemed to include the singular and plural thereof wherever the context and facts require, and to include any and all successor Trustees at any time acting as the Trustee of a separate trust, and unless otherwise specifically provided herein to the contrary, each successor Trustee shall be vested with all powers, rights, and duties as if originally named as Trustee.

Section 14. Liability of Successor Trustees. No successor Trustee shall be liable or responsible in any way for the acts or defaults of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee, but such successor Trustee shall be liable only for his own willful wrongdoing or gross negligence with respect to property received by him as Trustee, and a successor Trustee may accept the account rendered and the assets and property delivered to him by the predecessor Trustee, and shall incur no liability to any person beneficially interested in any separate trust by reason of so doing.

Section 15. Majority Vote to Govern; Single Signatory. If at any time, there shall be three (3) or more Co-Trustees acting as Trustee of a separate trust, any decision made to act or to refrain from acting by a majority of the Co-Trustees who are qualified to vote on such decision shall be deemed to be the decision of all of the Co-Trustees, without the imposition of any liability for such decision on a Co-Trustee who shall not agree thereto; provided, however, that with respect to any separate trust of which there is more than one (1) person and/or corporation serving as Trustee, any one (1) Trustee may sign any checks, agreements or other documents on behalf of the trust and such signature shall bind the trust in the same manner as though said check, agreement or other document had been signed by all then acting Trustees of such trust, and no person dealing with said signing Trustee shall be obligated to inquire as to the acquiescence of the other Trustees to such action by the signing Trustee.

Section 16. Discretionary Termination by Trustee. If at any time, any trust created hereunder shall, in the sole judgment of the Trustee, be of the aggregate principal value of Twenty-five Thousand Dollars (\$25,000) or less, or if the Trustee's compensation for services rendered shall exceed fifty percent (50%) of the net income of such trust, the Trustee may, but need not, terminate such trust and distribute the trust estate thereof to the beneficiary or beneficiaries then receiving or entitled to receive the net income from such trust, in equal shares.

Section 17. Merger of Trusts. In the Trustee's discretion, the Trustee may at any time merge the assets of any separate trust created hereunder (other than any separate Marital Trust) with the assets of any other separate trust, created by Will or Agreement, which in the opinion of the Trustee, is then and thereafter to be held, administered and distributed to or for the benefit of the beneficiary of such separate trust, or any one (1) or more of the beneficiaries of such separate trust, upon substantially the same trusts, terms and conditions as said trust created hereunder and contains a provision permitting such merger. The merged assets may be held, administered and distributed by the Trustee under the provisions of the trust created hereunder or under the provisions of the instrument or instruments governing such other trust, and the Trustee shall terminate this trust as a separate entity if it merges this trust into such other trust. In accordance with the foregoing, in the event the Trustee shall deem it desirable to merge the assets of any separate trust hereunder with the assets of any other separate trust, the Trustee is hereby authorized to shorten the period after which such separate trust hereunder is to terminate pursuant to the provisions herein entitled, "Accumulations and Perpetuities", if necessary to effectuate such merger.

Section 18. Rights and Duties with Respect to Insurance Policies.

(a) All Rights Vested in Grantor. During the lifetime of the Grantor, all rights of every nature accruing to him or her pursuant to the provisions of any insurance policy which may at any time be assigned to the Trustee, or of which the Trustee may at any time be designated as beneficiary, are reserved to the Grantor, to be exercised by the Grantor without the consent, approval or joinder of the Trustee or of any beneficiary of any trust created pursuant to the provisions of this instrument; but if the consent of the Trustee shall be necessary at any time for any reason, the Trustee hereby agrees to give such consent immediately upon the request of the Grantor, and the Trustee hereby agrees to execute and deliver to the Grantor, or to such other person as the Grantor may designate, any necessary instruments or documents which the Grantor may request, and any such consent, instrument or document shall bind all beneficiaries of

the trust. By way of illustration, and not in limitation of any rights reserved to the Grantor herein, the Grantor reserves the right to:

- (i) add insurance policies and annuity contracts to the trust by designating the Trustee as beneficiary of such policies or contracts, or by assigning to the Trustee such policies or contracts;
- (ii) receive or apply dividends or distributive shares or surplus, disability benefits, surrender values or the proceeds of matured endowments;
- (iii) obtain and receive from the respective insurer or issuer of annuity contracts, or from any bank or other lender, such advances or loans on account of such insurance policies or annuity contract as may be available;
- (iv) exercise any and all options, elections, rights and privileges granted in any such insurance policies or annuity contracts;
- (v) sell, assign, pledge or hypothecate any such insurance policies or annuity contracts;
- (vi) change the beneficiary of any such insurance policies or annuity contracts;
- (vii) withdraw from the trust one (1) or more of such insurance policies or annuity contracts for any reason; and
- (viii) convert such insurance policies and annuity contracts into other forms of insurance.

(b) No Duty to Pay Premiums. Before the maturing, by reason of the death of the insured or otherwise, of any insurance policy or annuity contract of which the Trustee may at any time be designated as owner, assignee, beneficiary or payee, the Trustee shall not be obligated to pay such premium or assessment or to keep informed with respect to any such policy or contract.

(c) Trustee's Powers and Duties With Respect to Matured Insurance Policies. After the maturing of any policy or annuity contract, of which the Trustee may at any time or from time to time be designated as assignee, owner, beneficiary or payee, in addition to the powers, rights and duties conferred upon the Trustee pursuant to the provisions of this Article, the Trustee is hereby authorized to exercise the following powers and to discharge the following duties with respect to each such policy or contract:

- (i) to make timely proofs of death and such other proofs as may be necessary to collect the proceeds due by reason of the maturing of such policies and contracts, and to collect all monies due under such policies and contracts or permit the proceeds of any such policy or contract payable to the Trustee, or any share or portion of such proceeds to remain with the insurer or issuer of any such annuity under any option available under the terms of such policies or contracts;
- (ii) to institute and maintain any proceedings at law or in equity to enforce the payment of any such policy or contract, and to do and perform any and all acts and things which may be necessary or proper for the purpose of collecting any sums which may be due and payable pursuant to the terms and provisions of any such policy or contract; provided, however, that the Trustee shall not be required to maintain any such litigation unless the Trustee shall be indemnified to the Trustee's satisfaction against all expenses and liability arising on account of such litigation;
- (iii) to compromise and adjust claims arising out of any such policy or contract, upon such terms and conditions as the Trustee may deem best, and the decisions of the Trustee shall be binding and conclusive upon all persons beneficially interested in the trust;
- (iv) to give receipts to any insurer or issuer of any such annuity for any amounts received by the Trustee as the proceeds of any such policy or contract, and such receipt by the Trustee shall be a complete discharge from further liability thereunder to such insurer or such issuer of such annuity and such insurer or issuer of such annuity shall not be required to see to the application of any such proceeds received by the Trustee;

provided, however, that the Trustee shall not reimburse any person interested in any insurance policy on account of the application of any of the proceeds or surrender value of such policy in satisfaction of any indebtedness to which such policy is subject, nor shall said person be subrogated to the rights of the creditors in any collateral because of such indebtedness.

Section 19. Transfers to Other Trusts. The Trustee (other than any restricted Trustee) of each separate trust hereunder (other than any separate Marital Trust) is authorized to distribute, at any time, all or any part of the trust estate as said Trustee, in its sole discretion, deems advisable to the Trustee of

one (1) or more other trusts created or to be created by any person, including said Trustee hereunder, for the benefit of the beneficiary of such separate trust hereunder, or any one (1) or more of the beneficiaries of such separate trust hereunder. This power may be exercised by the Trustee even though the other trust to which the trust estate is to be transferred, is to be held pursuant to provisions other than the provisions hereunder, but only if such other trust or trusts do not differ in any substantial manner from such separate trust hereunder; provided, however that no such distribution shall be made to any trust which may have a duration exceeding the period after which such separate trust hereunder is to terminate pursuant to the provision herein entitled "Accumulations and Perpetuities".

Section 20. Retention for Persons Under Age Twenty-One. If all or any part of the then remaining trust estate of a separate trust hereunder shall be distributable to any person who shall not then have attained age twenty-one (21), and such then remaining trust estate shall not otherwise be retained in trust for said person, such then remaining trust estate shall immediately vest in said person, but distribution thereof shall be postponed by the Trustee until said person shall attain age twenty-one (21). Until then, the Trustee shall hold such then remaining trust estate as a separate trust and shall distribute all or any part of the net income and/or principal of such separate trust to said person as the Trustee deems desirable for the best interests of said person. Any net income not so distributed shall be added to principal. If said person shall die before having attained age twenty-one (21), then upon the death of such person, the Trustee shall distribute the then remaining trust estate of such separate trust to the estate of said person.

Section 21. Special Provisions Regarding Trusts Holding S Corporation Stock. Notwithstanding any provision in this Agreement which may be to the contrary, with respect to any separate trust of which the Grantor is not then treated as the owner under the provisions of Subpart E of Subchapter J of the Code, if such separate trust then owns or is about to acquire stock in an S corporation, as that term is defined in Section 1361 of the Code (hereinafter sometimes referred to as an "S Corporation"), or stock in a corporation which is intended to become an S corporation, the Trustee of such separate trust, other than any restricted Trustee of such separate trust, may elect to thereafter administer such separate trust subject to the following provisions, such election to be made by a written instrument signed by said Trustee and filed with the trust records:

- (a) all of the net income of such separate trust shall be distributed to the beneficiary of such separate trust in convenient installments not less frequently than

annually, and any accumulated but not yet distributed net income which may be held in the trust estate of such separate trust as of the date of said beneficiary's death shall be distributed to said beneficiary's estate;

- (b) no beneficiary or any other person shall have any limited power of appointment over such separate trust which shall be exercisable during the lifetime of the beneficiary of such separate trust, although said beneficiary or any other person may have a limited power of appointment which shall be exercisable upon the death of said beneficiary; and
- (c) no Trustee or any other person shall have any right, power, duty or discretion to take any action if the existence or exercise of such right, power, duty or discretion would cause such separate trust to fail to constitute a permissible shareholder of stock in an S Corporation.

The foregoing provisions of this Section are intended to permit the various separate trusts held hereunder to constitute permitted shareholders of stock in an S Corporation, and are based on the tax law requirements in that regard as in existence on the date on which this Agreement is executed. If the tax law is hereafter amended to change these requirements, the Trustee of any separate trust hereunder may, but need not, amend (to liberalize or make more restrictive) the provisions of this Agreement as applicable to such separate trust so that it will continue to constitute a permissible shareholder of stock in an S Corporation.

ARTICLE XIX

Provisions With Respect to Powers of Appointment

Section 1. Release of Powers of Appointment. Any power of appointment granted hereunder may be renounced or released in whole or in part by the donee of such power and may be reduced by the donee of such power in such manner as to reduce or limit the objects in whose favor the power would be otherwise exercisable. In addition to any other method of renunciation, release or reduction recognized by law, any power may be renounced, released or reduced by the donee of such power by an instrument in writing signed by said donee and delivered to the Trustee of the separate trust to which such renunciation, release or reduction relates.

As used in this Section 1 of this Article, the word "power" shall include (without limiting the generality of the meaning of such word) any power in a Trustee of a separate trust, which by

reason of discretions granted to the Trustee, constitutes a power of appointment within the meaning of the United States Internal Revenue Code (or Revenue Act) from time to time in force, and as used in this Section 1 of this Article, the word "donee" shall include said Trustee.

Section 2. Manner of Exercise of Powers of Appointment. In addition to, and not in limitation of the rights accorded by law to a donee of a power of appointment granted hereunder, in the exercise of any such power of appointment, the donee of such power may make appointments outright to, or to a trustee or trustees to hold in trust for the exclusive benefit of any one (1) or more of the objects of the power, and may impose lawful spendthrift restrictions and other lawful conditions upon any such appointment, provided that no one other than an object of the power is benefited thereby. Accordingly, the donee may also exercise any power of appointment hereunder, at any time or from time to time, in any one (1) or more of the following ways: (i) by creating life estates for any one (1) or more objects of the power with remainders to others who are also objects of such power; (ii) by appointing to children or more remote descendants even though the parents of such appointees are living; and/or (iii) by creating in any object of the power either a general or a limited power of appointment, which powers of appointment may be exercisable in favor of such persons and/or entities as the person creating such powers may direct, even though the objects of such powers of appointment may not have been permissible objects of the power of appointment pursuant to which such powers are created.

Section 3. Knowledge of Will. The Trustee shall incur no liability to any person as a result of acting in reliance upon any instrument admitted to probate in any jurisdiction as the valid Will of a donee of a testamentary power of appointment, or if within three (3) months after the date of death of said donee the Trustee shall have no notice or knowledge of the existence of a valid Will of said donee, in acting in reliance upon the assumption that said donee failed to exercise such power of appointment and in making distribution accordingly of that part of the trust estate subject to such power of appointment; provided, however, that any such distribution shall be without prejudice to the rights of any appointee or appointees of said donee to recover the distributed property from any person or persons to whom the Trustee may have made distribution in the event that after the distribution of such part of such trust estate subject to such power there should be found a valid Will which said donee shall have validly exercised such power of appointment.

Section 4. Restrictions on Exercise of Limited Powers of Appointment. No limited power of appointment granted hereunder shall be exercised or exercisable to any extent in favor of the

donee of such power, or the estate, the creditors or the creditors of the estate of said donee, or to discharge or satisfy a legal obligation of said donee, or for the pecuniary benefit of said donee, and no exercise of any limited power of appointment by the donee thereof shall be effective unless the written instrument or the valid Will of the donee by which the donee exercises such power shall be executed subsequent to the date of the execution of this Agreement and subsequent to the date on which said donee shall attain the age of twenty-five (25) years; provided, however, that any such written instrument or Will must specifically refer to and exercise any such power of appointment in order for such power to be effectively exercised.

ARTICLE XX

Renunciation

In addition to any rights granted by law, any person beneficially interested in any separate trust may at any time, or from time to time, renounce, release or disclaim the whole or any part of an interest in such separate trust, either as to income or principal, or both, by an instrument in writing delivered to the Trustee, and thereafter, such separate trust or the part of such separate trust which shall have been renounced, released or disclaimed, shall be administered and distributed as if said person had died intestate on the date of delivery of said written instrument; provided, however, that such renunciation, release or disclaimer shall not, unless specifically so provided, affect the right of said person to receive subsequent distributions of principal or income from: (a) the trust estate of the part of such separate trust which shall not have been renounced, released or disclaimed; (b) from any other separate trust held pursuant to the provisions of this Agreement; or (c) from any separate trust held pursuant to the provisions of this Agreement upon the death of any other person, or upon the renunciation, release or disclaimer by any other person of any interest in any separate trust.

ARTICLE XXI

Beneficiary Powers and Restrictions

Section 1. Meaning of Beneficiary. Wherever reference is made herein to a "beneficiary", such reference shall be deemed to mean a person to whom the Trustee is then directed or authorized to distribute income and/or principal of the trust estate of a separate trust, and wherever the facts and context require such construction, the term "beneficiary" shall be deemed to mean the plural form thereof; provided, however, notwithstanding any

provision of this Agreement to the contrary, in the event of the divorce or legal separation of the Grantor's spouse from the Grantor, then the Grantor's spouse shall be deemed to have died intestate on the date of such divorce or legal separation for all purposes of this Agreement.

Section 2. Acts on Behalf of Beneficiary Under Disability. All statements, accounts, documents, releases, notices or other written instruments, including, but not limited to, written instruments concerning the removal or appointment of Trustees, required to be delivered to or executed by a beneficiary, may be delivered to and executed by the legally appointed conservator of any incompetent beneficiary or a parent or legal guardian of a minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as if delivered to or executed by a beneficiary acting under no legal disability.

Section 3. Beneficiary as Trustee. Except with respect to any power of appointment, or as may be expressly provided herein to the contrary, no restricted Trustee (hereinafter defined) shall have any voice, determination or vote relating to any discretionary distribution of the income or principal of any separate trust hereunder, and all such decisions shall be made by the Co-Trustee or Co-Trustees of such separate trust who are not restricted Trustees.

ARTICLE XXII

Construction

Section 1. Final Distributees. If, pursuant to any provision of this Declaration of Trust, the then remaining trust estate of the separate trust shall be distributable to the "Final Distributees", the Trustee shall distribute such then remaining trust estate of such separate trust as follows:

- (a) all Business Interests shall be distributed to the Grantor's brother, Thomas G. McBrady ("Thomas"); but if Thomas shall not be then living, then said Business Interests shall be distributed per stirpes to the then living descendants of Thomas; and
- (b) the balance thereof [or all thereof if the distribution provisions pursuant to subsection (a) shall fail] shall be distributed to Mercy Home for Boys, Chicago, Illinois;

provided, however, in the event that such organization shall not be in existence on such date of distribution, then the Trustee shall distribute the then remaining trust estate of such separate trust to those persons, other than creditors, who would receive the personal property of the Grantor under the laws of the State of Illinois then in force, as if the Grantor had died intestate on the date stipulated for distribution, unmarried and domiciled in said State, and as if the Grantor had owned only the property constituting the trust estate of the trust to be distributed.

Section 2. Pronouns. As used herein, the pronouns "he", "his" and "him" shall include the feminine, neuter and plural thereof, the singular shall include the plural, and the plural shall include the singular, wherever the context and facts require such construction.

Section 3. Headings. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

Section 4. Trust Estate. As used herein, the term "trust estate" shall include all the property received initially by the Trustee with respect to any separate trust, all additions thereto received by the Trustee from any other source, all investments and reinvestments of such property or such additions thereto, and all accrued or undistributed income of such separate trust.

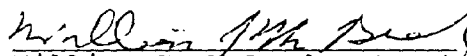
Section 5. Definition of Restricted Trustee and Restricted Business Advisor. As used herein, with respect to any separate trust, the terms "restricted Trustee" and "restricted Business Advisor" shall include any current beneficiary of such separate trust and any individual who shall have a legal obligation to support any current beneficiary of such separate trust; provided, however, that a "legal obligation to support a beneficiary", as used in this Section, shall not include an obligation to support arising solely by reason of an individual acting as guardian or conservator of said beneficiary.


Section 6. Advancements. Unless stated to the contrary, no distribution from any separate trust hereunder shall be considered an advancement.

Section 7. Descendants. As used herein, the term "descendants" shall mean a descendant in the first, second or any other degree of the designated ancestor; for example, a child is a descendant in the first degree of the designated parent, and a grandchild is a descendant in the second degree of the designated grandparent; provided, however, that adopted children [but only those adopted children who shall not have attained the age of twenty-one (21) years prior to adoption] and the descendants of

any said adopted child shall be regarded as descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or parents for all purposes herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals, all on the date first above written.

 (Seal)
William J. McBrady, Grantor

 (Seal)
William J. McBrady, Trustee

KATTEN MUCHIN & ZAVIS

525 WEST MONROE STREET • SUITE 1600

CHICAGO, ILLINOIS 60661-3693

**Amendment Number One
of Declaration of Trust Establishing
William J. McBrady Revocable Trust**

WHEREAS, William J. McBrady, a resident of the State of Illinois, as Grantor and as Trustee, did make and execute on June 22, 1989, a certain Declaration of Trust establishing the William J. McBrady Revocable Trust; and

WHEREAS, pursuant to the provisions of Section 1 of Article I of such Declaration of Trust, William J. McBrady, as Grantor, reserved the right to amend such Declaration of Trust by a written instrument delivered to the Trustee; and

WHEREAS, William J. McBrady, as Grantor, now desires to amend such Declaration of Trust.

NOW, THEREFORE, William J. McBrady, as Grantor under the Declaration of Trust establishing the William J. McBrady Revocable Trust, pursuant to the power vested in William J. McBrady by the provisions of Section 1 of Article I of such Declaration of Trust, hereby amends such Declaration of Trust as follows:

FIRST: I hereby revoke Articles I through V of such Declaration of Trust, and substitute therefor the following Articles I through V:

"ARTICLE I

Provisions During Lifetime of Grantor

Section 1. Right to Withdraw, Revoke, Alter and Amend. During the lifetime of the Grantor, the trust shall be revocable by the Grantor, and the Grantor shall have the right, from time to time and at any time, by an instrument in writing delivered to the Trustee, to:

- (a) withdraw all or any portion of the net income and/or principal of the trust at any time or times;
- (b) modify, alter and amend this Declaration of Trust; provided, however, that the duties, powers and liabilities of the Trustee shall not be materially or substantially changed by such alteration, modification or amendment without the consent of the Trustee thereto in writing;

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- (c) revoke this Declaration of Trust and terminate the trust created pursuant to the provisions hereof, in whole or in part, and immediately upon such revocation and termination, the Trustee shall redeliver to the Grantor the entire trust estate or the portion thereof to which such revocation relates; and
- (d) direct the Trustee to use property from the trust estate as collateral for any personal obligation of the Grantor;

provided, however, in no event shall the Grantor be considered to be a 'restricted Trustee' (hereinafter defined).

Section 2. Distribution by Trustee.

(a) Best Interests Distributions. The Trustee is hereby authorized in the sole discretion of the Trustee, at any time or times, to distribute to the Grantor, the whole or any part of the net income and/or principal of the trust, as the Trustee deems desirable for the best interests of the Grantor, it being the intention of the Grantor that the Trustee be as liberal as possible in the distributions to or on behalf of the Grantor even to the extent of fully exhausting the trust estate and terminating the interests of the remaindermen; provided, however, any part of the net income of the trust not distributed to the Grantor shall be added to the principal of the trust to be held, administered and distributed as a part thereof.

(b) Support Distributions. During any period or periods during the Grantor's lifetime that the Grantor shall be unable to manage the Grantor's financial affairs, then in the event that all income and other resources known to the Trustee to be available to any one (1) or more persons in the group consisting of the Grantor's spouse and all descendants of the Grantor living from time to time during the period of such trust shall be insufficient to provide for the support in reasonable comfort [considering the standard of living to which said person shall have been accustomed during the immediately preceding five (5) year period], education (including professional education) and medical care of said person, then the Trustee is hereby authorized to distribute to said person such amount or amounts from the net income and/or principal of the trust as the Trustee, in the sole discretion of the Trustee, deems necessary for such purposes, or the Trustee may accumulate all or any part of such net income and add the same to the principal of the trust to be held, administered and distributed as a part thereof.

For purposes of this subsection, the Grantor shall be considered unable to manage the Grantor's financial affairs if the Grantor is under a legal disability or by reason of illness or mental or physical disability is unable to give prompt and intelligent consideration to financial matters. The determination as to the Grantor's inability at any time shall be made by the Grantor's physician, and the Trustee may rely upon written notice of that determination.

ARTICLE II

Taxes and Expenses of the Grantor

Section 1. Expenses. Upon the death of the Grantor, the Trustee shall pay the Grantor's funeral expenses, reasonable expenses of administration of the Grantor's estate and any allowances by court order for those dependent upon the Grantor from the trust estate of the Revocable Trust. The Trustee may make such payments directly or may pay over the amounts thereof to the Executor or Administrator of the Grantor's estate. Written statements by the Executor or Administrator of the sums to be paid hereunder shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of any such payment made to the Executor or Administrator of the Grantor's estate.

Section 2. Taxes. Subject to the provisions of the subsequent paragraphs of this Section, upon the death of the Grantor, the Trustee shall pay from the trust estate of the Revocable Trust as an expense of administration, without apportionment, all transfer, inheritance, estate and other death taxes payable by reason of the Grantor's death, including penalties and interest thereon and including the additional estate tax on qualified plan benefits under Section 4980A(d)(1) of the 'Code' (hereinafter defined), but only those qualified plan benefits which are not payable to an organization described in Section 2055 of the Code (such taxes and penalties and interest thereon shall be hereinafter collectively referred to as 'death taxes'), but not including any generation-skipping tax payable by reason of the Grantor's death; provided, however, to the extent possible, the Marital Trust(s) created hereinbelow shall not be reduced by any such death taxes; provided, further, however, in no event shall any property which shall not be included in the Grantor's gross estate for Federal estate tax purposes be used to pay any such death taxes. All such death tax payments shall be charged generally against the principal of the Revocable Trust.

In paying such death taxes, the Trustee shall first use any United States Treasury Bonds which are acceptable upon redemption in payment of any Federal estate taxes which are held as part of the trust estate of the Revocable Trust. The Trustee may make such death tax payments directly or may pay over the amounts thereof to the Executor or Administrator of the Grantor's estate. Written statements by the Executor or Administrator of the sums to be paid hereunder shall be sufficient evidence of their amount and propriety for the protection of the Trustee, and the Trustee shall be under no duty to see to the application of any such payment made to the Executor or Administrator of the Grantor's estate.

Notwithstanding the foregoing to the contrary, with respect to any property included in the Grantor's gross estate for Federal estate tax purposes pursuant to the provisions of Section 2044 of the Code (hereinafter referred to as '2044 Property'), such 2044 Property shall bear, and the Trustee shall charge to and collect from the persons and entities holding such 2044

Property, a share of such death taxes equal to the difference between the total of such death taxes and the total of such death taxes which would have been payable if such 2044 Property had not been included in the Grantor's gross estate; provided, however, notwithstanding the foregoing, the Trustee shall charge to and collect from the 2044 Property which shall have an 'inclusion ratio', as defined in Section 2642 of the Code, of other than zero (0) the death taxes payable from all 2044 Property pursuant to the foregoing provisions of this Section in such proportions and amounts, equal or unequal, as the Trustee shall determine in the Trustee's sole discretion, and, to the extent the 2044 Property which shall have an inclusion ratio of other than zero (0) is insufficient to pay such death taxes, the Trustee is authorized, but is not required, to pay the balance of such death taxes from the trust estate of the Revocable Trust, and the Trustee shall have the authority to waive (or direct the Executor or Administrator of the Grantor's estate to waive) any right of recovery under Section 2207A of the Code from all 2044 Property which shall have an inclusion ratio of zero (0).

In addition, notwithstanding the foregoing to the contrary, the Trustee shall charge to and collect a fraction (described below) of the amount of such death taxes which shall not be attributable to the inclusion of 2044 Property in the Grantor's gross estate for Federal estate tax purposes from each person or entity holding or receiving any property included in the Grantor's gross estate for Federal estate tax purposes:

- (a) which is not 2044 Property;
- (b) which is not held as a part of or payable to the trust estate of the Revocable Trust following the Grantor's death;
- (c) against which the Executor or Administrator of the Grantor's estate has a right of recovery or reimbursement under any Federal or state law, agreement or otherwise, including, but not limited to, those rights of reimbursement granted under Sections 2206, 2207, 2207A, and 2207B of the Code; and
- (d) which does not qualify and/or is not elected to qualify for the Federal estate tax marital deduction or Federal estate tax charitable deduction.

The numerator of said fraction shall be the value of such property to be received by or held for such person or entity (as finally determined for Federal estate tax purposes), and the denominator of said fraction shall be the value of the Grantor's taxable estate other than 2044 Property as finally determined for Federal estate tax purposes.

With respect to each separate Marital Trust created pursuant to the provisions of this Declaration of Trust which is not elected to qualify for the Federal estate tax marital deduction, pursuant to the provisions of subsection 4(b) of Article III, the Trustee of each such separate

constitute qualifying trust property. In determining the amount of the said numerator, the Trustee shall consider the credit for state death taxes only to the extent that those taxes are not thereby incurred or increased. To the extent possible, the Marital Trust shall not be reduced by any inheritance or estate taxes to be paid pursuant to the provisions of Article II hereinabove.

For purposes of the preceding paragraph of this Article, the term 'qualifying trust property' shall mean all property constituting the trust estate of the Revocable Trust which would qualify for the Federal estate tax marital deduction if distributed outright to the Grantor's spouse and which shall not have been distributed pursuant to Article II hereinabove. The Trustee shall not take any action which would cause any assets which are distributed to a Marital Trust which the Executor or Administrator of the Grantor's estate has elected to qualify for the Federal estate tax marital deduction to fail to qualify for that deduction.

The sole beneficiary of each separate Marital Trust shall be the Grantor's spouse, and each such separate trust shall be held, administered and distributed as hereinafter provided in this Article.

Section 1. Income. With respect to each separate Marital Trust, commencing upon the date of the Grantor's death, the Trustee shall distribute the net income of such separate trust to the Grantor's spouse, in convenient installments, not less frequently than quarterly. Notwithstanding any provision herein to the contrary, any accrued or undistributed income which is held in a separate Marital Trust at the death of the Grantor's spouse shall be distributed to the Grantor's spouse's estate.

Section 2. Special Powers to Grantor's Spouse. With respect to each separate Marital Trust, in the event that the trust estate of such separate trust shall at any time contain any property which the Grantor's spouse shall determine to be not productive of a reasonable rate of income, the Grantor's spouse is hereby authorized to require the Trustee, the Investment Advisor (hereinafter described), and the Business Advisor (hereinafter described) to convert such property into such other assets as will be productive of a reasonable rate of income, by an instrument in writing signed by the Grantor's spouse and delivered to the Trustee, the Investment Advisor, and/or the Business Advisor, as the case may be, and within a reasonable time after receipt of such written instrument, the Trustee, the Investment Advisor, and/or the Business Advisor, as the case may be, shall convert such property into such other assets as will be productive of a reasonable rate of income.

Section 3. Principal. With respect to each separate Marital Trust, the Trustee is hereby authorized, in the sole discretion of the Trustee, at any time and from time to time, to distribute to the Grantor's spouse all or any part of the principal of such separate trust as the Trustee deems desirable for the best interests of the Grantor's spouse; provided, however, it is the Grantor's desire, but not the direction of the Grantor, that the Trustee make no distribution to

the Grantor's spouse of any part of the principal of any such separate Marital Trust which has not been elected to qualify for the Federal estate tax marital deduction so long as any readily marketable assets remain in any separate Marital Trust which has been elected to qualify for the Federal estate tax marital deduction.

Section 4. Partial QTIP Election or No QTIP Election.

(a) With respect to each separate Marital Trust (hereinafter referred to in this subsection as an 'Original Marital Trust'), in the event that only a portion of such separate trust has been elected to qualify for the Federal estate tax marital deduction, then the Trustee shall immediately divide such separate Original Marital Trust into two (2) separate Marital Trusts, one (1) such Marital Trust which shall consist of that portion of the trust estate of such Original Marital Trust which has been elected to qualify for the Federal estate tax marital deduction, and one (1) such Marital Trust which shall consist of the balance of the trust estate of such Original Marital Trust. Each separate trust created pursuant to the provisions of this subsection shall be held as a separate Marital Trust with such additional title which the Trustee shall deem adequate to clearly identify such separate trust, and shall be administered and distributed as provided in this Article.

(b) With respect to each separate Marital Trust created pursuant to the provisions of this Article [including any separate Marital Trust created pursuant to the provisions of subsection (a) of this Section], if no part of such separate trust shall qualify for the Federal estate tax marital deduction, then, as specified in Section 2 of Article II, the Trustee of such separate trust shall pay from the principal of such separate trust a fraction of the death taxes payable by reason of the Grantor's death, but not including any generation-skipping tax payable by reason of the Grantor's death. The numerator of said fraction shall be the initial value of the trust estate of such separate trust (as finally determined for Federal estate tax purposes), and the denominator of said fraction shall be the value of the Grantor's taxable estate other than 2044 Property as finally determined for Federal estate tax purposes.

Section 5. Payment of Death Taxes Upon the Grantor's Spouse's Death. Upon the death of the Grantor's spouse, the amount, if any, by which the death taxes payable by reason of the death of the Grantor's spouse shall have been increased as a result of the inclusion of the trust estates of all of the separate Marital Trusts includible in the gross estate of the Grantor's spouse pursuant to Section 2044 of the Code shall be paid from such one (1) or more of the separate 'Non-Exempt Taxable Marital Trusts' (hereinafter defined) in such proportions and amounts, equal or unequal, as the Trustee shall determine in the Trustee's sole discretion. To the extent that the trust estates of the Non-Exempt Taxable Marital Trusts shall be insufficient to pay all such death taxes, the balance of such death taxes may be paid by the estate of the Grantor's spouse or by a trust created by the Grantor's spouse which authorizes the Trustee thereof to make such payments, and to the extent that the balance of such death taxes are not paid by the estate of the Grantor's spouse or by such trust created by the Grantor's spouse, the balance of

such death taxes shall be paid from such one (1) or more of the separate 'Exempt Taxable Marital Trusts' (hereinafter defined) in such proportions and amounts, equal or unequal, as the Trustee shall determine in the Trustee's sole discretion.

As used herein, the term 'Non-Exempt Taxable Marital Trusts' shall refer to the separate Marital Trusts hereunder which have an 'inclusion ratio', as defined in Section 2642 of the Code, of other than zero (0) and which are includible in the gross estate of the Grantor's spouse pursuant to Section 2044 of the Code.

As used herein, the term 'Exempt Taxable Marital Trusts' shall refer to the separate Marital Trusts hereunder which have an 'inclusion ratio', as defined in Section 2642 of the Code, of zero (0) and which are includible in the gross estate of the Grantor's spouse pursuant to Section 2044 of the Code.

Section 6. Limited Power of Appointment. With respect to each separate Marital Trust, upon the death of the Grantor's spouse, the Trustee shall distribute from the trust estate of such separate trust remaining after paying any death taxes payable from such separate trust such amount or amounts as the Grantor's spouse may appoint to or for the benefit of all or any one (1) or more persons, excluding from the class of potential appointees only the Grantor's spouse, the creditors of the Grantor's spouse, the estate of the Grantor's spouse, and the creditors of the estate of the Grantor's spouse, as the Grantor's spouse may designate by the valid Will of the Grantor's spouse, admitted to probate in any jurisdiction.

Section 7. Distribution on Death in Default of Exercise of Power of Appointment. With respect to each separate Marital Trust, upon the death of the Grantor's spouse, before the complete distribution of the trust estate of such separate trust, to the extent that the Grantor's spouse has not validly exercised the power of appointment granted pursuant to the provisions of this Article over any part of the trust estate of such separate Marital Trust remaining after paying any death taxes payable from such separate trust, the Trustee shall distribute such then remaining trust estate of such separate trust to a new and separate Residuary Trust, which shall be held, administered and distributed subject to the provisions of Article V.

ARTICLE IV

Distribution of Balance of Trust Estate

Upon the death of the Grantor, subject to the provisions of Article II and Article III of this Declaration of Trust, the Trustee shall distribute the then remaining trust estate of the Revocable Trust to a new and separate trust, to be known as the 'Residuary Trust', and which shall be held, administered and distributed subject to the provisions of Article V.

ARTICLE V

Residuary Trusts

Each separate Residuary Trust created herein pursuant to the provisions of this Declaration of Trust shall be held, administered and distributed as hereinafter provided in this Article.

Section 1. Income and Principal.

(a) Best Interests Distributions to Grantor's Spouse. With respect to each separate Residuary Trust, the Trustee is hereby authorized, in the sole discretion of the Trustee, at any time and from time to time, to distribute all or any part of the net income and/or principal of such separate trust to the Grantor's spouse as the Trustee deems desirable for the best interests of the Grantor's spouse, or to accumulate all or any part of such net income and add the same to the principal of such separate trust to be held, administered and distributed as a part thereof; provided, however, it is the Grantor's desire, but not the direction of the Grantor, that the Trustee make no distribution to the Grantor's spouse of any part of the principal of any such separate trust so long as any readily marketable assets remain in any separate Marital Trust which has been elected to qualify for the Federal estate tax marital deduction.

(b) Support Distributions to Grantor's Descendants. During any period or periods that the Grantor's spouse shall be unable to manage the Grantor's spouse's affairs, then in the event that all income and other resources known to the Trustee to be available to any descendant of the Grantor shall be insufficient to provide for the support in reasonable comfort [considering the standard of living to which said descendant shall have been accustomed during the immediately preceding five (5) year period], medical care and education (including professional education) of said descendant, then the Trustee is hereby authorized to distribute to said descendant such amount or amounts from the net income and/or principal of such separate trust as the Trustee, in the sole discretion of the Trustee, deems necessary for such purposes, or the Trustee may accumulate all or any part of such net income and add the same to the principal of such separate trust to be held, administered and distributed as a part thereof.

For purposes of this subsection, the Grantor's spouse shall be considered to be unable to manage the Grantor's spouse's affairs if the Grantor's spouse is under a legal disability or by reason of illness or mental or physical disability is unable to give prompt and intelligent consideration to financial matters. The determination as to the Grantor's spouse's inability at any time shall be made by the Grantor's spouse's physician, and the Trustee may rely upon written notice of that determination.

Section 2. Limited Powers of Appointment. With respect to each separate Residuary Trust, the Trustee, upon receipt of written direction as herein provided, shall distribute from the trust estate of such separate trust such amount or amounts as the Grantor's spouse may appoint to or for the benefit of all or any one (1) or more persons, excluding from the class of potential appointees only the Grantor's spouse, the creditors of the Grantor's spouse, the estate of the Grantor's spouse, and the creditors of the estate of the Grantor's spouse, as the Grantor's spouse may designate by an instrument in writing signed by the Grantor's spouse and delivered to the Trustee, and/or upon the death of the Grantor's spouse, as the Grantor's spouse may designate by the valid Will of the Grantor's spouse admitted to probate in any jurisdiction.

Section 3. Distribution on Death in Default of Exercise of Powers of Appointment. With respect to each separate Residuary Trust, upon the death of the Grantor's spouse, or upon the Grantor's death, whichever shall last occur before the complete distribution of the trust estate of such separate trust, then to the extent that the powers of appointment granted pursuant to the provisions of Section 2 of this Article over any part of the then remaining trust estate of such separate trust have not been validly exercised, the Trustee shall allocate and distribute such then remaining trust estate of such separate trust as hereinafter provided:

(a) the Trustee shall distribute to the Grantor's daughter, Kelly C. McBrady ('Kelly'), if she shall be then living, an amount which, in the sole discretion of the Trustee, shall provide for the support in reasonable comfort [considering the standard of living to which Kelly shall have been accustomed during the immediately preceding (5) year period], and the medical care and education (including professional education) of Kelly until Kelly shall attain the age of twenty-four (24) years; provided, however, notwithstanding the foregoing provisions of this subsection (a) to the contrary, the Grantor is aware that more than one (1) Residuary Trust may be in existence following the death of the survivor of the Grantor and the Grantor's spouse, and as a result thereof, it is the Grantor's desire that the aforesaid distributions to Kelly shall be made only once in the aggregate from any one (1) or more of such separate Residuary Trusts, such separate trusts to include any Residuary Trust created pursuant to the provisions of this Declaration of Trust, the Declaration of Trust establishing the Patricia McBrady Revocable Trust, and the Trust Agreement establishing the McBrady Family Trust, and such distributions shall, to the extent possible, be made from the trust estates of the separate Residuary Trusts which have an 'inclusion ratio', as that term is defined in Section 2642 of the Code, of other than zero (0); and

(b) subject to the provisions of subsection (a) of this Section, the Trustee shall allocate and distribute the then remaining trust estate as follows:

(i) the Trustee shall determine a total amount (hereinafter referred to as the 'gross trust estate') by adding to the value of such separate trust (determined on the date stipulated for distribution of such separate trust) the total value of all lifetime gifts (valued on the date of each

such gift) made by the Grantor and/or the Grantor's spouse to the Grantor's son, Garrett W. McBrady ('Garrett'), of McBrady Engineering, Inc. stock (hereinafter such gifts are collectively referred to as 'Stock Gifts');

(ii) the Trustee shall divide the value of the gross trust estate of such separate trust into as many equal shares as shall be required to allocate to each of the following persons who shall be then living the number of shares set forth after his or her name:

- A. to the Grantor's daughter, Clare M. Raming ('Clare'), four (4) shares; but if Clare shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Clare;
- B. to the Grantor's daughter, Collette E. McBrady ('Collette') one (1) share; but if Collette shall not be then living, then said one (1) share shall be distributed per stirpes to the then living descendants of Collette;
- C. to the Grantor's daughter, Margaret A. McBrady ('Margaret'), four (4) shares; but if Margaret shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Margaret;
- D. to Garrett, four (4) shares; but if Garrett shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Garrett; and
- E. to Kelly, four (4) shares; but if Kelly shall not be then living, then said four (4) shares shall be distributed per stirpes to the then living descendants of Kelly;

(iii) the Trustee shall reduce the value of the shares allocated to Garrett by an amount equal to the total value of the Stock Gifts, provided, however, in no event shall the value of the shares allocated to Garrett be reduced below zero (0), and any excess reduction shall be deducted proportionately from each other separate share or shares; provided, further, however, if Garrett shall not be living on the date of distribution of such separate trust, and there shall be no then living descendant of Garrett, then the aggregate value of the Stock Gifts shall be deducted proportionately from each separate share or shares; and

(iv) the Trustee shall distribute the share or shares allocated to the persons hereinabove identified in subsection (b)(ii) of this Section to said persons in accordance with the

provisions of this subsection (b); provided, however, if none of the persons hereinabove identified in subsection (b)(ii) of this Section shall be then living, then the Trustee shall distribute the then remaining trust estate of such separate trust to the 'Final Distributees' (hereinafter defined).

Notwithstanding the foregoing provisions of this subsection (b) to the contrary, the Grantor is aware that more than one (1) Residuary Trust may be in existence following the death of the survivor of the Grantor and the Grantor's spouse, and as a result thereof, it is the Grantor's desire that the value of the aforesaid Stock Gifts be counted as an advancement against the shares to be allocated and distributed to Garrett (or his descendants) only once in the aggregate from any one (1) or more of such separate Residuary Trusts, such separate trusts to include any Residuary Trust created pursuant to the provisions of this Declaration of Trust, the Declaration of Trust establishing the Patricia McBrady Revocable Trust, and the Trust Agreement establishing the McBrady Family Trust.

It is the Grantor's direction that the four (4) shares distributed pursuant to the provisions of subsection 3(b)(ii)(D) of this Section 3 shall be funded, to the greatest extent possible, with McBrady Engineering, Inc. stock.

Section 4. Retention of Distributions in Trust. With respect to each separate Residuary Trust, if pursuant to the provisions of Section 3 of this Article, the then remaining trust estate of such separate Residuary Trust, or any share or portion thereof, shall be distributable to any descendant of the Grantor, such then remaining trust estate, or share or portion thereof, shall not be distributed outright to said person but instead it shall be retained in trust by the Trustee as a separate trust (which trusts are hereinafter collectively referred to as 'Discretionary Trusts') of which said person shall be the beneficiary, and each such separate trust shall be designated by the name of said beneficiary, with such additional title as the Trustee may deem adequate clearly to identify such separate trust, and each such separate trust shall be held, administered and distributed subject to the provisions of Article VI."

SECOND: I hereby revoke Section 6 of Article VII of such Declaration of Trust, and substitute therefor the following Section 6 of Article VII:

"Section 6. Appointment of Successor Trustees in Default of Designation. In the event of a vacancy in the trusteeship of any separate trust which shall not otherwise be filled pursuant to the provisions of this Article, then the following, one (1) at a time and in the order named, shall act as successor Trustee of such separate trust to fill such vacancy in the trusteeship:

- (a) Clare;

- (b) Margaret;
- (c) Garrett;
- (d) Kelly; then
- (e) if no corporate Trustee shall be then acting, then First American Bank, Joliet, Illinois."

THIRD: I hereby revoke Section 1 of Article VIII of such Declaration of Trust and substitute therefor the following Section 1 of Article VIII:

"Section 1. Direction by Investment Advisor. Notwithstanding any provision of this Agreement to the contrary, other than the provisions of Section 2 of Article III, with respect to each separate trust hereunder for which an Investment Advisor shall be then acting, the Trustee of such separate trust shall sell the trust assets, vote the trust assets, and/or take any action with respect to the investment of the trust assets only upon the written or oral instructions (provided that action shall be taken only on the written direction of the Investment Advisor if the Investment Advisor shall so direct the Trustee in writing) of said Investment Advisor. The Trustee of each such separate trust is hereby relieved of any liability for any loss sustained by such separate trust as a result of any decision made by the Investment Advisor to act or refrain from acting with respect to the sale, voting and investment of the trust assets, or the failure of the Investment Advisor to make any such decision, and the Trustee shall be under no duty to review or make recommendations with respect to the sale, voting or investment of the trust assets. All or any part of the rights and powers conferred upon the Investment Advisor pursuant to the provisions of this Section may be relinquished at any time or from time to time by the Investment Advisor by notice in writing delivered to the Trustee of the separate trust to which such release relates. In the exercise of the rights and powers conferred upon the Investment Advisor pursuant to the provisions of this Section, the Investment Advisor shall act in a fiduciary capacity and be subject to all of the privileges, duties and obligations of a Trustee hereunder relating to the duties of the Investment Advisor, but in no event shall the Investment Advisor exercise any power which would cause assets which shall have been allocated to a Marital Trust which the Executor of the Grantor's estate has elected to qualify for the federal estate tax marital deduction to fail to qualify for that deduction.

With respect to each separate trust of which there shall be more than one (1) Investment Advisor then acting, any decision made by a majority of the then acting Investment Advisors shall be deemed to be the decision of all of the then acting Investment Advisors, without the imposition of any liability for such decision on an Investment Advisor who shall not agree thereto.

Notwithstanding any provision of this Agreement to the contrary, during any period or periods that an Investment Advisor shall be then acting and no Business Advisor shall be then acting with respect to any separate trust, then all of the rights and powers conferred upon the Investment Advisor pursuant to the provisions of this Section shall apply to the investment of all of the trust assets of such separate trust."

FOURTH: I hereby revoke Section 1 of Article IX of such Declaration of Trust and substitute therefor the following Section 1 of Article IX:

"Section 1. Direction by Business Advisor. Notwithstanding any provision of this Agreement to the contrary, other than the provisions of Section 2 of Article III, with respect to each separate trust hereunder for which a Business Advisor shall be then acting, the Trustee of such separate trust shall sell 'Business Interests' (hereinafter defined), vote Business Interests, and/or take any action with respect to the investment of Business Interests only upon the written or oral instructions (provided that action shall be taken only on the written direction of the Business Advisor if the Business Advisor shall so direct the Trustee in writing) of said Business Advisor. The Trustee of each such separate trust is hereby relieved of any liability for any loss sustained by such separate trust as a result of any decision made by the Business Advisor to act or refrain from acting with respect to the sale, voting and investment of Business Interests, or the failure of the Business Advisor to make any such decision, and the Trustee shall be under no duty to review or make recommendations with respect to the sale, voting or investment of Business Interests. All or any part of the rights and powers conferred upon the Business Advisor pursuant to the provisions of this Section may be relinquished at any time or from time to time by the Business Advisor by notice in writing delivered to the Trustee of the separate trust to which such release relates. In the exercise of the rights and powers conferred upon the Business Advisor pursuant to the provisions of this Section, the Business Advisor shall act in a fiduciary capacity and be subject to all of the privileges, duties and obligations of a Trustee hereunder relating to the duties of the Business Advisor, but in no event shall the Business Advisor exercise any power which would cause assets which shall have been allocated to a Marital Trust which shall have been elected to qualify for the Federal estate tax marital deduction to fail to qualify for that deduction.

With respect to each separate trust of which there shall be more than one (1) Business Advisor then acting, any decision made by a majority of the then acting Business Advisors shall be deemed to be the decision of all of the then acting Business Advisors, without the imposition of any liability for such decision on a Business Advisor who shall not agree thereto."

FIFTH: I hereby revoke Section 21 of Article XVIII of such Declaration of Trust and substitute therefore the following Section 21 of Article XVIII:

"Section 21. Special Provisions Regarding Trusts Holding S Corporation Stock. Notwithstanding any provision in this Agreement which may be to the contrary, with respect to any separate trust of which the Grantor is not then treated as the owner under the provisions of Subpart E of Subchapter J of the Code, if such separate trust then owns or is about to acquire S Corporation Stock, or stock in a corporation which is intended to become an S Corporation, the Trustee of such separate trust, other than any restricted Trustee of such separate trust, may:

(a) amend the provisions of such separate trust (other than any separate Marital Trust) in order to permit such separate trust to hold stock in an S Corporation;

(b) elect to thereafter administer such separate trust subject to the following provisions, such election to be made by a written instrument signed by said Trustee and filed with the trust records:

- (i) all of the net income of such separate trust shall be distributed to the beneficiary of such separate trust in convenient installments not less frequently than annually, and any accumulated but not yet distributed net income which may be held in the trust estate of such separate trust as of the date of said beneficiary's death shall be distributed to said beneficiary's estate;
- (ii) no beneficiary or any other person shall have any limited power of appointment over such separate trust which shall be exercisable during the lifetime of the beneficiary of such separate trust, although said beneficiary or any other person may have a limited power of appointment which shall be exercisable upon the death of said beneficiary; and
- (iii) no Trustee or any other person shall have any right, power, duty or discretion to take any action if the existence or exercise of such right, power, duty or discretion would cause such separate trust to fail to constitute a permissible shareholder of stock in an S Corporation; and/or

(c) take any other actions which the Trustee may deem advisable in order to permit such separate trust to hold stock in an S Corporation;

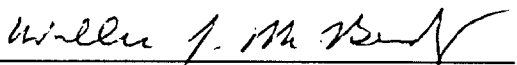
provided, however, that no restricted Trustee shall have any voice, vote or otherwise participate in any decision as to the advisability or the manner in which any of the above powers shall be exercised.

The foregoing provisions of this Section are intended to permit the various separate trusts held hereunder to constitute permitted shareholders of stock in an S Corporation, and are based on

the tax law requirements in that regard as in existence on the date on which this Agreement is executed. If the tax law is hereafter amended to change these requirements, the Trustee of any separate trust hereunder (other than any restricted Trustee of such separate trust) may, but need not, amend (to liberalize or make more restrictive) the provisions of this Agreement as applicable to that trust so that it will continue to constitute a permissible shareholder of S Corporation Stock."


SIXTH: In all other respects, the Grantor hereby affirms and ratifies such Declaration of Trust.

IN WITNESS WHEREOF, I, William J. McBrydy, as Grantor under the Declaration of Trust which established the William J. McBrydy Revocable Trust U/A/D June 22, 1989, have hereunto set my hand this 25th day of May, 1998.



William J. McBrydy, Grantor

Received Copy of Above Amendment
Number One and Consent Thereto:



William J. McBrydy, Trustee