

/

JAMES A. KARTHOLL
DECLARATION OF TRUST
DATED January 27, 2021

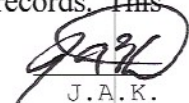
I, **James A. Kartholl of 435 Forest Trail, Oakbrook, IL, 60523** have transferred to myself as Trustee certain property including all of my right title and interest in and to that certain real property which I now occupy as my residence, and I declare that I hold that property and all investments and reinvestments thereof and additions thereto (herein collectively referred to as the "Trust Estate") upon the following terms:

ARTICLE FIRST: During my lifetime the Trustee shall manage the assets of, pay any income from, and otherwise pay such sums as I may request at any time or from time to time from the principal of the Trust Estate in convenient installments to me or otherwise as I may direct.

If at any time or times I shall be unable to manage my affairs, the Successor Trustee may use such sums from the income and principal of the Trust Estate as the Successor Trustee deems necessary or advisable for the care, support and comfort of myself, or for any other purpose the Trustee considers to be for my best interests, adding to principal any income not so used.

For purposes of this Declaration of Trust, I shall be considered to be unable to manage my affairs if I am under a legal disability or by reason of illness or mental or physical disability I am unable to give prompt and intelligent consideration to financial matters, and the determination as to my inability at any time shall be made by at least one of the following persons: my brother Robert Kartholl or my friend Michael W. Carr, in concert with my physician and the Trustee may rely upon written notice of that determination.

With regard to any decision or certification under this instrument required of a medical doctor, I direct that any Successor Trustee be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This


J. A. K.

authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, health professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company and the Medical Information Reporting Bureau, Inc. or other health care clearing house that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services to give, disclose and release to the Trustee or any Successor Trustee, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given a Successor Trustee herein shall supercede any prior agreement that I may have made with any health care providers to restrict access to or disclosure of my individually identifiable health information. The authority hereby given a Successor Trustee has no expiration date and shall expire only if this section of the Trust is amended or restated. This authority shall not affect in any manner any similar authority I may give to an agent under a health care power of attorney or by statute to a health care surrogate to make medical decisions for my benefit in the event of my incapacity. This Section is intended to meet all requirements of an authorization for a HIPAA release for me.

Any Successor Trustee which I have appointed hereunder may require me to provide to said Successor Trustee a written opinion of my physician as to whether or not; I am able to give prompt and intelligent consideration to financial matters. A refusal to comply with such request shall be deemed to be a resignation by me as Trustee.

ARTICLE SECOND: Upon my death, the Trustee shall pay from the principal of the Trust Estate all expenses of my last illness and funeral (though it is not my wish to have a traditional wake), expenses of any gathering of family, friends and mourners following my death for which I may leave non-binding written instructions, costs of administration including ancillary costs of safeguarding and delivering legacies, claims allowable against my Estate, and estate and inheritance taxes assessed by reason of my death, except that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property in which I may have a qualifying income interest for life or over which I may have a power of appointment shall be paid by

the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The Trustee may make payment directly or to the legal representative of my Estate, as the Trustee deems advisable. I hereby waive all rights of reimbursement for any payments made pursuant to this Article.

Assets or funds otherwise excludable in computing federal estate taxes shall not be used to make the foregoing payments. The Trustee's selection of assets to be sold for this or any purpose or to satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary.

The Trustee shall make such elections regarding any claims brought against my estate and / or under the tax laws as the Trustee deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of any such claims or elections under the tax laws made by the legal representative of my Estate or by the Trustee.

To the extent the Trustee is required to advance or borrow funds for the foregoing purposes any such funds shall be reimbursed to the Trustee prior to the making of any gifts set forth in Article Third. The succeeding Articles of this Trust shall be subject to the Trustee's making or providing for the foregoing payments.

ARTICLE THIRD: Upon my death, the Trustee shall divide and distribute the Trust Estate as follows:

SECTION 1: The Trustee shall make gifts of tangible personal property as I direct by any written instrument signed by me, witnessed and attached hereto. "Tangible Personal Property" means all personal and household effects, jewelry, automobiles, collections, and other Tangible Personal Property that I own at my death or that is then included as part of the Trust Estate. I may from time to time amend or revoke the written instrument, and any subsequently signed and witnessed written instrument shall control to the extent it conflicts with prior ones. Any decisions made in good faith by the Trustee in distributing Tangible Personal Property shall not be subject to review, and the Trustee shall be held harmless from any



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cost or liability as to those decisions. I shall be deemed to have left only those written instruments that the Trustee is able to find after reasonable inquiry within 60 days after my death.

I give all remaining Tangible Personal Property not otherwise effectively disposed of by the above referenced written instrument/s in shares of equal value to my Godchildren, nieces, nephews and any other beneficiary named herein but only to those various beneficiaries named herein, to be divided between them as they agree. If they cannot agree within 60 days after my death, as the Trustee determines, then the Trustee shall determine how such property is to be awarded. Alternatively, as to any item of Tangible Personal Property that is not wanted by any of the foregoing persons, the Trustee may, in the Trustee's sole discretion, either i) sell such item(s) and add the net proceeds from the sale to the balance of this Trust; or ii) donate such item(s) to a qualified charity of the Trustee's choice; or iii) give any item or items to any person whom the Trustee determines.

SECTION 2: I direct that my residence at 435 Forest Trail, Oakbrook, IL 60523 be placed for sale and that upon the sale of my home the net proceeds, after accounting for the payment of any mortgage loan, liens, encumbrance, any brokers' fees and customary costs of sale, shall be given and awarded along with the balance of my estate, including cash on hand, life insurance proceeds and retirement funds, (hereinafter the "Trust Estate") to my beneficiaries as follows:

i) The first half (50%) of the Trust Estate shall be divided in shares as set forth below and given to my Godchildren named directly below in this subpart of Article Third and it is my desire that they know that this gift is my expression of the honor it has been for me to be named as their Godfather. That each below named Godchild does not receive an equal share is not in any way an indication that my feeling for them during my life is in any way unequal. Rather it reflects my belief that certain of the Godchildren have greater need of the gifts I am able to bestow upon them. I declare that the Godchildren to whom I wish to make the gifts provided in this subpart i) are the following named persons: **Robert J. Kartholl III, William M. Kartholl, Jr., Aiden Smith and Carter Smith.** And the share for each Godchild shall be as follows:



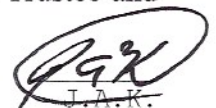
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To William M Kartholl, Jr. I give the sum of Ten Thousand Dollars (\$10,000.00).

The remaining balance of this portion of the Trust Estate shall be divided in equal shares and given to each of the three remaining Godchildren. For the sake of clarity, I declare that Carter Smith is not technically a Godchild of mine but it is my desire that he be treated as though he were.

ii) Up to Fifty Thousand Dollars (\$50,000.00) (but not to exceed 25% of the Trust Estate) shall next be given and awarded to a charitable foundation to be established for the benefit of dog shelters and animal care facilities and managed initially by my brother Robert Kartholl as Trustee hereunder. It is my desire that said Foundation be named "The James Kartholl Foundation for the Benefit of Man's Best and Truest Friend". I direct that the Foundation funds be invested by a Board of Trustees as appointed by the said Robert Kartholl, and that the income on the investments held by the Foundation be distributed annually to animal shelters and care facilities at the sole and exclusive discretion of the Board for a period of twenty-one (21) years following my death. It is my desire that the number of directors named to direct the Foundation be the minimum number required by Illinois law. The Directors shall appoint a President who shall be entitled to reasonable compensation judged in accordance with the funds available to the Foundation. I desire that my niece Julie Kartholl Bach serve as the President at the inception of the Foundation if she chooses to do so. I expect that she and the Directors will seek counsel as necessary for investment and legal advice for the proper management of the Foundation. She may also seek counsel as she so desires concerning disbursements from the Foundation from my friend Deanne Markos. Other than the foregoing statements, I make no restrictions on and place no limitations on the enabling charter, the ongoing management or the continuing operations of the Foundation and I rely entirely on the good faith of the Trustee hereunder and the Foundation Board concerning the same. Notwithstanding the foregoing grant of authority, I ask that consideration be given to gifts to Orphans of the Storm, the West Suburban Animal Shelter and Almost Home Foundation, each of which I have highly regarded during my life. It is my desire that the Foundation shall be established as a not-for-profit corporation but not as a charitable or other trust.

iii) Should there be additional proceeds of the Trust Estate I grant the sum of Thirty Thousand Dollars (\$30,000.00) (but not to exceed 15% of the Trust Estate) to be held by the Trustee and



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managed in his/her sole and absolute discretion during the natural life of those of my dogs who are living at the time of my death and who are taken in the custody of any friend or relative of mine. Such sum is intended for the care (beyond ordinary care) of the dogs during their lives. Following the death of the last of such dogs to live I direct that any of such funds remaining shall be given to the Foundation created by the foregoing paragraph.

iv) Should there be additional proceeds of the Trust Estate, the remaining balance of the Trust Estate (the "Balance") shall be given to those persons and the Foundation named below in the proportion set opposite each of their names:

Robert J. Kartholl, III,	in the sum of 12.86% of the Balance
Eric Kartholl,	in the sum of 12.86% of the Balance
Bradley Kartholl,	in the sum of 12.86% of the Balance
Julie Kartholl Bach,	in the sum of 12.86% of the Balance
William M. Kartholl, Jr.	in the sum of 12.86% of the Balance
Heather Kartholl	in the sum of 2.5% of the Balance
Kaitlin Kartholl	in the sum of 2.5% of the Balance
Aiden Smith	in the sum of 12.86% of the Balance;
Carter Smith	in the sum of 12.86% of the Balance,
Krysten Weigel	in the sum of 2.5% of the Balance, and the remainder to

The Mary Beth Kartholl Foundation in the approximate sum of 2.5% of the Balance.

Notwithstanding anything set forth above in this Article Third Section 2, if any named beneficiary shall not survive me by not less than thirty (30) days then I direct that the share otherwise provided that person or persons be divided amongst all remaining beneficiaries named in said Article and subpart in the proportion otherwise provided herein. No gift made by this Trust is intended to be made per stirpes.

Section 3: If any person named in this Trust as a beneficiary shall commence or, except as required by law, participate in any proceeding to contest the validity of this Trust or to assert any claim based on an alleged agreement to make a Trust or undue influence or other claim which would

modify or nullify the disposition under this Trust or brings any claim whatsoever against my estate or this Trust, such beneficiary shall forfeit whatever interest he or she would have taken under this Trust and shall then only receive a distribution of \$100.00.

ARTICLE FOURTH: The following provisions shall apply to the Trust Estate and to each Trust created, if any, under this Declaration of Trust:

SECTION 1: If income or discretionary amounts of principal become payable to a minor or to a person under legal disability or to a person not adjudicated disabled but who, by reason of illness or mental or physical disability is in the opinion of the Trustee unable properly to manage his or her affairs, then that income or principal shall be paid or expended only in such of the following ways as the Trustee deems best: **(a)** to the beneficiary directly; **(b)** to the legally appointed guardian of the beneficiary; **(c)** to a custodian for the beneficiary under a Uniform Transfer to Minors Act; **(d)** to the Trustee directly for the benefit of the beneficiary; **(e)** to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

SECTION 2: The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment. The rights of beneficiaries to any distribution of Trust property are personal and may not be exercised by a legal representative, attorney in fact or others.

SECTION 3: The Trustee shall hold, manage, care for and protect the Trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

A. To retain any property (including stock of any corporate Trustee hereunder or a parent or affiliate company) originally constituting the Trust or subsequently added thereto, although not a type, quality or diversification considered proper for Trust investments; and

B. To invest and reinvest the Trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures contracts, limited partnership interests, shares of registered


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investment companies, or other property of any kind, real or personal, domestic or foreign, suitable for the investment of Trust funds; and

C. To cause any property, real or personal, belonging to the Trust to be held or registered in the Trustee's name or in the name of a nominee or in such other form as the Trustee deems best without disclosing the Trust relationship; and

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

E. To lease Trust property for any period of time though commencing in the future or extending beyond the term of the Trust; and

F. To borrow money from any lender, extend or renew any existing indebtedness and mortgage or pledge any property in the Trust; and

G. To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the Trust property, real and personal, and any reinvestments thereof, and to sell covered call options, from time to time for such price and upon such terms as the Trustee sees fit; and

H. To employ agents, attorneys and proxies and to delegate to them such powers, discretionary or otherwise, as the Trustee considers desirable, and to designate a deputy for a checking account, savings account or safe deposit box; and

I. To compromise, contest, prosecute or abandon claims in favor of or against the Trust; and

J. To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in

assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to value the Trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary; and

K. To deal with, purchase assets from, or make loans to, the fiduciary of any Trust made by me or any member of my family or a trust or estate in which any beneficiary under this Declaration of Trust has an interest, though a Trustee hereunder is the fiduciary, and to retain any property so purchased; to deal with a corporate Trustee hereunder individually or a parent or affiliate company; and

L. To establish out of income and credit to principal reasonable reserves for depletion, but reserves for depreciation shall not be established except to the extent that the Trustee determines that readily marketable assets in the principal of the Trust will be insufficient for any renovation, major repair, improvement or replacement of Trust property which the Trustee deems advisable; and

M. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election; and

N. To perform any and all other acts necessary or appropriate for the proper Administration of the Trust, execute and deliver necessary instruments and give full receipts and discharges; and

O. The Trustee in his or her discretion may divide the Trust Estate into two or more separate shares, each such share to be administered as a separate Trust on all the same terms provided herein for the undivided Trust fund. I anticipate that the Trustee will exercise its discretion under this Article for reasons of administrative convenience, or in order to recognize different characteristics the separate shares or Trusts will have for purposes of certain taxes.

P. Any reference herein to Trustee shall, where appropriate to the context thereof, refer equally to any Successor Trustee or Special Trustee.

SECTION 5: During my life, any Trustee, other than myself, shall render an account of his receipts and disbursements and a statement of assets at least annually to me if I am then living. Following my death, if and only if it is required by law, the Trustee shall render an account of his receipts and disbursements and a statement of assets at least annually to each adult (person over 21 years of age) beneficiary then entitled to receive or have the benefit of the income or gifts from the Trust but only such adult beneficiaries named in Article Third SECTION 2 (1) if and only if in the exercise of his/her sole and unrestricted judgment, any Trust amounts are held by the Trust for a period of time greater than twelve (12) months following my death. However, it is my firm desire that the Trustee not disclose to any beneficiary the terms of this Trust or the details of the various gifts made by me pursuant to this Trust. The Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the Trust and any Trustee or Successor Trustee shall receive reasonable compensation for his services but not less than \$7,500.00 in each 12-month period of office. A Trustee's compensation shall be charged as an expense of administration of the Trust as provided in Article Second. No trustee shall be required to account for his or her time but shall be required to account for expenses individually in excess of Fifty Dollars (\$50.00).

SECTION 6: I may resign as Trustee at any time by written notice to a named Successor Trustee. After my resignation, death or inability to manage my affairs, Robert Kartholl, my brother, shall be Successor Trustee and if he is unwilling or unable to serve as Successor Trustee then I appoint my nephew Bradley A. Kartholl as Successor Trustee.

Any Successor Trustee may resign at any time by written notice to me if living, otherwise to each beneficiary then entitled to receive or have the benefit of the income from the Trust. In case of the resignation, refusal or inability to act of any successor Trustee acting or appointed to act hereunder, I if living, otherwise the beneficiaries or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the Trust, shall appoint another Successor Trustee.

Every Successor Trustee shall have all the powers given the originally named Trustee. No Successor Trustee shall be personally liable for any act or omission of any predecessor. With my



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approval if I am living, otherwise with the approval of the beneficiaries names at Article Third SECTION 2 (1) or a majority in interest of said beneficiaries then entitled to receive or have the benefit of the income from the Trust, a Successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing, except that a successor to me as Trustee shall without approval accept the assets delivered to the Successor Trustee as constituting all of the property to which the Successor Trustee is entitled and shall not inquire into my administration or accounting as Trustee.

The parent or guardian of a beneficiary under the age of 21 or under disability shall receive notice and have authority to act for the beneficiary under this section.

No individual Trustee or individual Successor Trustee wherever and whenever acting shall be required to give bond or surety or other security to any court to be appointed by or account for the faithful performance of his or her duties relating to the administration of this Trust. Every Trustee shall have the obligation of exercising all of his or her duties and discretion in a good faith manner and as long as he or she has done so shall be protected, indemnified and held harmless from and against claims asserted against the Trustee relating to said administration.

SECTION 7: If for any reason the Trustee is unwilling or unable to act as to any particular item of property, such person or qualified corporation as the Trustee shall from time to time designate in writing shall act as Special Trustee as to that property. Any person or corporation acting as Special Trustee may resign at any time by written notice to the Trustee. Each Special Trustee shall have the powers granted to the Trustee by this Declaration of Trust, to be exercised only with the approval of the Trustee, to which the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this Declaration of Trust.

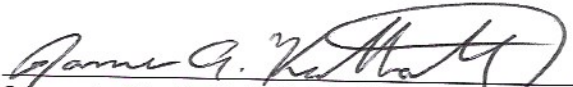
ARTICLE FIFTH: The law of the state of Illinois shall govern the validity and interpretation of the provisions of this Trust.

ARTICLE SIXTH: I may at any time or times amend or revoke this Trust in whole or in part by instrument in writing (other than a will) signed by me and delivered to the Trustee. The

A handwritten signature in black ink, appearing to be "J.A.K.", enclosed within a circular scribble.

Trust property to which any revocation relates shall be conveyed to me or otherwise as I direct. This power is personal to me and may not be exercised by my legal representative, attorney in fact or others.

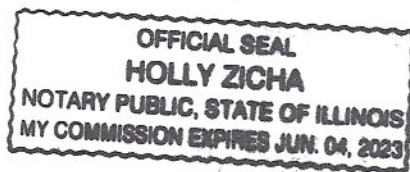
IN WITNESS WHEREOF I have signed this James A. Kartholl Declaration of Trust dated this 27th day of January, 2021 on March 8, 2021.

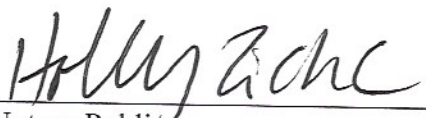

James A. Kartholl, individually and as Trustee


STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Holly Zicha, Notary Public, hereby certify that James A. Kartholl personally known to me to be the same person whose name is signed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 8th day of March, 2021.




Notary Public


J.A.K.

WITNESSES

On this 8th day of March in the year 2021, James A. Kartholl declared to us, the undersigned, that the foregoing instrument, consisting of 12 typewritten pages plus pages thirteen through and including fifteen for the notary and witness signatures and Affidavits is the JAMES A. KARTHOLL DECLARATION OF TRUST DATED AS OF JANUARY 27, 2021 and he requested us to act as witnesses to the same and to his signature thereof. And we now, at his request, in his presence and in the presence of each other, do hereunder subscribe our names as witnesses. And we and each of us declare that we believe this testator to be of sound mind and memory.

WITNESS:

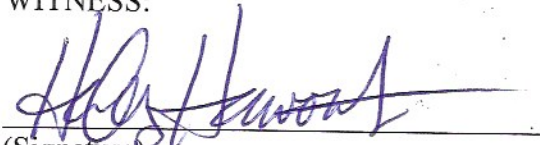


(Signature)

Grazina Serniuviene
(Printed Name)

9 E. Irving Park Rd.
Roselle, IL 60172


WITNESS:



(Signature)

Haley Howard
(Printed Name)

9 E. Irving Park Rd.
Roselle, IL 60172


J.A.K.

State of Illinois)
) s.s.
County of DuPage)

AFFIDAVIT OF ATTESTATION

I, Grace Sernivviene, do hereby swear or affirm that I appeared on the date written opposite my name below in the offices of Robert Kartholl and on that date and time, I witnessed be execution of the James A. Kartholl Declaration of Trust Dated as of January 27, 2021 and affixed my signature as a witness to that Trust.

Further, this Affiant sayeth not.

Date: March 8, 2021



Signature

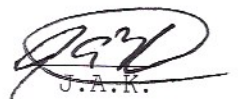
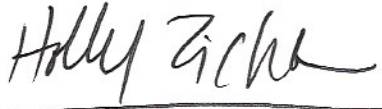
Grazina Sernivviene

Printed Name

Notary

SUBSCRIBED and SWORN to

before me this 8th day of March, 2021.



J.A.K.

State of Illinois)
) s.s.
County of DuPage)

AFFIDAVIT OF ATTESTATION

I, Hailey Haworth, do hereby swear or affirm that I appeared on the date written opposite my name below in the offices of Robert Kartholl, and on that date and time, I witnessed be execution of the James A. Kartholl Declaration of Trust Dated as of January 27, 2021 and affixed my signature as a witness to that Trust.

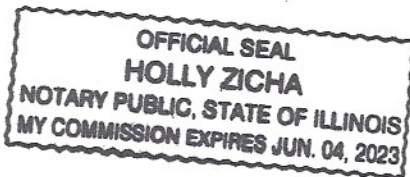
Further, this Affiant sayeth not.

Date: March 8, 2021

Hailey Haworth
Signature
Hailey Haworth
Printed Name

Notary
SUBSCRIBED and SWORN to
before me this 8th day of March, 2021.

Holly Zicha



Robert Kartholl
J.A.K.

SPECIFIC GIFTS UPON DEATH

Pursuant to the provisions of The James A. Kartholl Declaration of Trust
Dated as of January 27, 2021 at Article Third section 1, I instruct my Trustee
to distribute to the individuals listed below the following gifts:

Description of Gift:

Recipient and Relationship:

Testator:

Dated:

Witness:

Dated:

Description of Gift:

Recipient and Relationship:

Testator:

Dated:

Witness:

Dated:

Description of Gift:

Recipient and Relationship:

Testator

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Witness:

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Description of Gift:

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Dated:

Description of Gift:

Recipient and Relationship:

Testator

Dated:

Witness:

Dated:

IMPORTANT NOTE: Be sure to put the date that you make each entry, and have each entry witnessed by one disinterested, unrelated witness.