

CERTIFICATE OF TRUSTEE

469

I, DARRYL ANN SCHILLI, Trustee under Indenture of Trust dated December 30, 1976 for the benefit of David M. Schilli, 29 Clayton Hills Lane, St. Louis, Missouri 63131, of the County of St. Louis, State of Missouri, do hereby certify that the attached Irrevocable Indenture of Trust is a full, true and correct copy of the Irrevocable Indenture of Trust made and entered into the 30th day of December, 1976, by and between Robert B. Schilli of St. Louis County, Missouri, as "Grantor", and Darryl Ann Schilli of St. Louis, Missouri, as "Trustee".

IN WITNESS WHEREOF, I have hereunto set my hand at St. Louis, Missouri, this 21<sup>st</sup> day of February, 1979.

*Darryl Ann Schilli*

DARRYL ANN SCHILLI, Trustee



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STATE OF MISSOURI )

) SS.

COUNTY OF ST. LOUIS )

Subscribed and sworn to before me by Darryl Ann Schilli, who personally appeared before me, and is known to me to be the person described in and who executed the foregoing Certificate of Trustee in my presence and acknowledged she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State first above written, this 21<sup>st</sup> day of February, 1979.

My commission expires:

THOMAS L. STORY  
NOTARY PUBLIC FOR THE  
COUNTY OF ST. LOUIS

which adjoins the City of St. Louis  
My Commission Expires Sept. 3, 1979

*Thomas L. Story*

Notary Public

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

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JUDGE OF PROBATE

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BOOK 29 PAGE 856

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IRREVOCABLE INDENTURE OF TRUST

THIS IRREVOCABLE INDENTURE OF TRUST made and entered into this 30th day of December, 1976 by and between ROBERT B. SCHILLI of St. Louis County, Missouri, as "Grantor", and DARRYL ANN SCHILLI of St. Louis County, Missouri, as "Trustee", for the use and benefit of DAVID M. SCHILLI, hereinafter referred to as "BENEFICIARY",

W I T N E S S E T H:

WHEREAS, Grantor desires to establish an irrevocable trust pursuant to the provisions hereof:

NOW, THEREFORE, Grantor has given and delivered and by these presents does give and deliver to the Trustee the property described on Exhibit A attached hereto, which property, and the property into which the same may hereafter be converted, together with any other property which may be assigned, transferred, conveyed and delivered by Grantor to the Trustee to be held under the terms hereof, during Grantor's lifetime and pursuant to Grantor's Will, and by any other person, during his or her lifetime and pursuant to his or her Will, before and after the death of the Grantor, shall constitute the Trust Estate herein referred to,

TO HAVE AND TO HOLD the same unto the Trustee, and the successor and successors of the Trustee, IN TRUST, in accordance with the following:

SECTION 1

1.1 At the date hereof, the family of Grantor consists of Grantor's wife, DARRYL ANN SCHILLI, and the two sons of Grantor and said wife, namely, ROBERT B. SCHILLI, JR. and DAVID M. SCHILLI.

1.2 Whenever used in this Indenture, the word "Trustee", singular or plural, shall include DARRYL ANN SCHILLI and her successor or successors in trust, as the case may be.

1.3 Whenever used in this Indenture, the words "child", "descendant" and "heir-at-law", singular or plural, shall include a person who is legally adopted prior to attaining the age of fourteen (14) years, and the descendants of such an adopted person.

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Jack A.



1.4 Under this Indenture, a child in gestation, who is later born alive, shall be regarded as a child in being and living during the period of gestation in determining whether any person, including Grantor, has died without leaving descendants surviving him or her and in determining on the initial setting apart of any trust hereunder or the termination of any trust hereunder, whether such child is entitled to an initial share or to share in required distributions of principal, but for other purposes such child's rights accrue from the date of birth.

## SECTION 2

The trust and Trust Estate hereby created is irrevocable. Grantor hereby expressly waives and renounces all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source he may heretofore or hereafter have acquired such rights or powers, to alter, amend, revoke or terminate the trust and Trust Estate hereby created, or any of the provisions of this Indenture, in whole or in part. By this Indenture, Grantor relinquishes absolutely and forever all his possession or enjoyment of, or right to the income from the trust and Trust Estate and the properties from time to time constituting the same, and all his right and power, whether alone, jointly or in conjunction with others to designate the persons who shall possess or enjoy the Trust Estate or the income therefrom.

## SECTION 3

3.1 The trust and Trust Estate created by this Indenture is for the use and benefit of the BENEFICIARY in accordance with the provisions of this Indenture.

3.2 The Trustee may distribute to, or apply for the sole benefit of the BENEFICIARY, until the BENEFICIARY attains the age of twenty-one (21) years, so much of the income and principal of the Trust Estate at such time or times and in such amounts and manner as the Trustee, in the sole discretion of the Trustee, shall determine. Any amount which the Trustee shall determine not to use may be accumulated as income or may be added to the principal, as the Trustee shall deem appropriate.

3.3 This trust and Trust Estate shall terminate when the BENEFICIARY attains the age of twenty-one (21) years, provided that the BENEFICIARY gives notice to the Trustee, in writing, within ninety (90) days after attaining the age of twenty-one (21) years stating the desire of the BENEFICIARY that this trust and Trust Estate so terminate, and if the BENEFICIARY does not so give such notice, then this trust and Trust Estate shall continue in full force and effect as provided in §3.4 of this Indenture. Upon the termination of the trust and Trust Estate, the entire property then constituting the Trust Estate, including any accrued or undistributed net income, shall be paid over and distributed to the BENEFICIARY, free from trust.

3.4 If the BENEFICIARY does not give the written notice provided for in §3.3 hereof, then the trust and Trust Estate shall terminate by the payment of the principal and all accrued and unpaid income as follows:

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(a) One-half (1/2) of the then principal balance and all of the accrued and unpaid income as of the date of BENEFICIARY'S twenty-fifth (25th) birthday, and

(b) The balance of the principal and all of the accrued and unpaid income as of the date of BENEFICIARY'S thirtieth (30th) birthday.

In the event the trust and Trust Estate continues in force and effect after the BENEFICIARY has attained the age of twenty-one (21) years, then the net income of the Trust Estate shall be paid over and distributed to the BENEFICIARY not less frequently than quarter-annually until the termination of the Trust Estate.

3.5 Should the BENEFICIARY die before final distribution, free from trust, of the trust and Trust Estate created by this Indenture, then the trust and Trust Estate shall terminate upon the death of the BENEFICIARY and the Trustee shall pay over and distribute the entire property constituting the Trust Estate, including any accrued or undistributed net income, free from the trust created by this Indenture to such persons, in such shares, and in such manner as the BENEFICIARY may appoint by the Last Will and Testament of the BENEFICIARY, provided that this general power of appointment is specifically referred to by the terms of such Last Will and Testament.

3.6 Upon the death of the BENEFICIARY, in the event the BENEFICIARY defaults, in whole or in part, in the exercise of the general power of appointment granted the BENEFICIARY pursuant to §3.5 of this Indenture, then the remaining unappointed principal and accrued and undistributed income of the Trust Estate shall be paid over and distributed, free from trust, subject to the conditions hereinafter set forth, to the persons, in the sequence and upon the eventualities following:

(i) To the then living descendants of such deceased BENEFICIARY, per stirpes, but if none,

(ii) To the then living descendants of the Grantor, per stirpes.

(iii) To the heirs at law of the BENEFICIARY as determined by the laws in Missouri in effect at the date of his death and as of the date of his death.

provided, however, that if any person so becoming entitled to a share of the Trust Estate has not then attained the age of twenty-one (21) years, then his or her share shall be held in trust as a separate Trust Estate for the use and benefit of such person and shall be administered and distributed in accordance with all of the provisions of this SECTION 3 of this Indenture, in lieu and instead of the person who is the BENEFICIARY specifically named in this Indenture, SUBJECT, HOWEVER, to the provisions of §3.7 hereof.



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3.7 Anything contained in this Indenture of Trust seemingly to the contrary notwithstanding, every trust and Trust Estate created by and being held pursuant to this Indenture shall terminate on the earlier of the expiration of the period ending twenty (20) years after the death of the last to survive of Grantor's family members identified in §1.1 hereof, or upon the termination and distribution of the respective trust and Trust Estate under the provisions of this Indenture. Should the event of termination of any Trust Estate be the end of the period of twenty (20) years after the death of the last to survive of the family members of Grantor identified in §1.1, all of whom are alive at the date of the execution of this Indenture, the respective Trust Estate shall be paid over, free from trust, to the person then receiving or then entitled to the benefit of the income thereof.

#### SECTION 4

No person shall have any right or power to sell, assign, mortgage, pledge, hypothecate or in any way anticipate or otherwise alienate or dispose of any right, title, interest or estate which he or she may have in or to the income or principal of any Trust Estate being held under this Indenture until and unless the same shall have actually been paid over and delivered to him or her by the Trustee, nor shall the income or principal of any Trust Estate, or any portion thereof, or any interest of any person therein, be liable for or to any extent subject to any debt of any kind incurred by any person, either before or after the date of this Indenture, nor shall the same be subject to seizure, levy, attachment, garnishment or sequestration by any creditor of any person under any writ or proceeding at law or in equity.

#### SECTION 5

The Trustee, acting as a fiduciary, shall have full power and authority to manage and control each trust and Trust Estate created by this Indenture, and to do any and all acts and things and enter into and carry out any and all agreements with respect thereto as the Trustee would have the right to do as the individual owner thereof, including, but not by way of limitation, all of the following powers, discretions and authorities (all of which shall be applicable at any time and from time to time) upon such terms, credit and conditions as to the Trustee may seem proper, and regardless of whether such terms, credit and conditions involve commitments for periods which extend beyond the termination of the trust involved:

5.1 The Trustee may, from time to time, invest and reinvest, by purchase, sale, exchange or otherwise howsoever, in such manner and in such amounts, all or any part of the Trust Estate in any kind or class of property, and undivided interests in property, real and personal, tangible and intangible, whether or not encumbered (and if encumbered regardless of the amount of such encumbrance) located in the United States or any foreign country without regard to diversification and without liability for loss even though all or a disproportionate part of the Trust Estate be invested in a class or kind of property which may not



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now or hereafter be held to be lawful for the investment of trust funds and without regard to whether such property is producing income, and, if producing income, whether the amount thereof is reasonable or adequate, including, but not by way of limitation: savings accounts; certificates of deposit; bonds, debentures, common and preferred stocks and any other securities, participations or interests in or issued by any United States or foreign political entity or any corporation, association, limited or general partnership, investment trust or trust fund; annuities and other insurance policies on or with respect to the life of any person, including, but not limited to the Grantor or the Trustee; gold, silver and other commodities of every kind and description; secured and unsecured notes; options; and first and subordinate mortgages, deeds of trust and other encumbrances on improved and unimproved real estate and on personal property.

5.2 The Trustee may purchase or sell, for cash or on credit, and at public or private sale, lease, rent, exchange, grant options on, insure, convert, reconvert, convey, assign, transfer or otherwise dispose of all or any part of the Trust Estate.

5.3 The Trustee may cause the Trust Estate to engage in any business or enterprise as sole proprietor, general or limited partner, or sole, majority or minority stockholder of any close corporation, and in connection therewith the Trustee may exercise all powers customarily exercised by an individual so engaged in business; remain a partner, general or limited, in any partnership; form one or more corporations and transfer and convey all or any part of the principal of the Trust Estate to such corporations in payment or exchange for all or any part of the stock, debentures or securities thereof; vote (in person or by proxy, discretionary or otherwise, and with or without power of substitution) at corporate meetings for all corporate purposes, including voting for the election of the Trustee, or any employee of the Trustee, as a director and officer regardless of whether such offices be with or without salary or other emoluments; enter into voting trusts and other agreements with co-owners, partners or co-stockholders; deposit stocks and other securities with any protective, reorganization or similar committee; consent to and participate in plans of reorganization, consolidation, merger, combination, or other readjustment or dissolution of any corporation; and enter into agreements with reference to all of the foregoing.

The Trustee or any employee of the Trustee may, as an officer, director, employee, consultant, agent or otherwise, render services to or for any business or businesses in which the Trust Estate is interested, and the Trustee may cause every such business to pay reasonable compensation for all services so rendered.

5.4 The Trustee may operate, manage and maintain any real property which may belong to the Trust Estate, in whole or in part; partition, divide and subdivide the same; grant easements or charges of any kind on or against the same; dedicate all or any part thereof to public or semi-public uses; erect, alter, repair, remodel, reconstruct, wreck and remove improvements thereon; and create, pay, satisfy and refinance encumbrances thereon.

5.5 The Trustee may pay such assessments, make and pay such subscriptions, and pay such other sums of money as the Trustee may deem expedient for the protection of the interests of the Trust Estate in any stocks, securities or other property, real or personal, and may exercise any option, right of conversion or

BOOK 29 PAGE 861



subscription or other rights of whatsoever nature pertaining to any such property, including purchasing at any foreclosure, partition, execution or other sale, any such property upon which the Trust Estate may have or hold a mortgage, deed of trust, lien or other encumbrance, or in which the Trust Estate may have or be entitled to an interest.

5.6 The Trustee may prosecute, defend, compromise, confess, waive, abandon, submit to arbitration and adjust any claim of or against the Trust Estate, or any part thereof, and protect, through legal or equitable proceedings or otherwise, the right, title and interest of the Trust Estate in or to any property.

5.7 The Trustee may lend or borrow money in such amounts as the Trustee deems proper and as security for the repayment of borrowed money, the Trustee may mortgage, pledge, hypothecate or otherwise encumber any of the assets of the Trust Estate; and the Trustee may complete, extend, modify or renew any loans, notes, mortgages or other encumbrances, leases, contracts or other obligations which at any time may be assets of, or charges against the assets of the Trust Estate.

5.8 The Trustee may receive any variety of property, including policies and proceeds of insurance on the life of the Grantor, the Trustee or any other person, as an addition to the Trust Estate, by gift, or will, or inter vivos instrument or otherwise, and may hold and administer the same under the provisions hereof.

5.9 The Trustee may cause any property of the Trust Estate to be registered or held of record in the name of the Trustee, or in the name of nominees of the Trustee, or to be held in unregistered or bearer form or to be held without changing its record or registered owner, and in any such event, the Trustee may or may not, in the discretion of the Trustee, disclose this trust or the fiduciary capacity of the Trustee.

5.10 The Trustee may employ such agents, custodians, attorneys, accountants and other employees as the Trustee deems necessary or proper for the efficient management or protection of the property of the Trust Estate, and may compensate such persons out of the income and principal of the Trust Estate in such amounts as the Trustee deems reasonable.

5.11 The Trustee may execute and deliver any and all instruments which the Trustee deems advisable in connection with the administration, management and control of the Trust Estate, and in the exercise of any of the powers, discretions and authorities of the Trustee, and no party to any such instrument shall have any obligation to look to the actual use or application of any money or other property paid over or transferred to the Trustee pursuant to the provisions of any such instrument.

5.12 The Trustee may determine whether any money or other property coming into the hands of the Trustee concerning which there may be any doubt shall be considered as part of principal or income, and may apportion between such principal and income any loss or expenditure in connection with the Trust Estate as the Trustee deems proper, provided, however: (i) capital gain dividends paid by a regulated investment company or a real estate investment trust, dividends which represent capital gains from the sale of securities owned by the payor of such dividends, dividends or other distributions in complete or partial liquidation of a corporation, distributions by any entity, whether of

BOOK 29 PAGE 862



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cash, stock or property, real or personal, or of rights, privileges and advantages of whatever sort, which are in reality the return of capital, and that portion of the distribution of any entity which, for United States income tax purposes, is at the time of receipt accorded capital gains treatment in the hands of the recipient shall, in the hands of the Trustee, constitute principal of the Trust Estate and not income; and (ii) the Trustee shall not out of income amortize premiums paid in the purchase of investments or make additions to income because of the purchase of investments at a discount.

5.13 The Trustee may maintain such amounts of cash uninvested from time to time as may appear reasonable to the Trustee to provide for future payments to be made from the Trust Estate.

5.14 (a) The Trustee shall collect the proceeds of all insurance policies payable to the Trustee as beneficiary and shall have full power and authority to institute any suit, action or proceeding which the Trustee may consider necessary for the collection of such insurance, to compromise upon such terms and conditions as the Trustee may deem proper, any dispute or claim arising in connection with the collection of such insurance, to give receipts and acquittances therefor, and to do and perform any and all other acts and things necessary or desirable for the purpose of collecting such insurance.

(b) As to all policies of insurance payable to the Trustee as beneficiary, but not owned by the Trustee, this Indenture applies only with respect to the proceeds thereof payable in the event of the death of the insured, and any and all payments, dividends, surrender values, rights, options and benefits of any kind which may accrue on account thereof during the lifetime of the insured shall be for the benefit of the owner of said policies, whether such owner be Grantor or any other person, and shall not be subject to this Indenture, and such owner, without the consent or knowledge of the Trustee, may sell, assign or hypothecate such policies and change the beneficiary thereof at any time.

(c) The Trustee shall not be responsible for the payment of premiums with respect to policies of life insurance payable to the Trustee as beneficiary, but not owned by the Trustee. The Trustee may, but shall not be obligated to pay premiums with respect to life insurance policies owned by the Trustee, and for such purpose the Trustee may borrow money for the payment of such premiums and pledge the cash value of said policies and any other property subject to this Indenture for the repayment of the money so borrowed.

5.15 In making division or disbursement of property held in trust, the Trustee may adopt such method as the Trustee may deem just and equitable for the allocation of property, or undivided interests therein, to the trust and Trust Estate created by this Indenture, and to the persons entitled to receive property from time to time, free from trust, and to make such divisions or distributions in property, or partly in property and partly in money, and, for the purpose of such divisions or distributions, to determine the fair market value of any property at the date or dates of division or distribution thereof, and all such determinations made by the Trustee in good faith shall be conclusive and binding on all parties in interest; and after termination of any trust created under this Indenture, the Trustee may defer distribution thereof until all matters pertaining thereto have, in the



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opinion of the Trustee, been settled, and meanwhile the Trustee may exercise all powers conferred upon the Trustee until final distribution of such Trust Estate.

5.16 In disbursing income or principal to or for the benefit of a person who is a minor, or who is under some other legal disability, or who in the opinion of the Trustee may be unable to manage his or her financial affairs, the Trustee may pay the same directly to such person, or to his or her legal representative, or to some relative or friend or other party or entity deemed appropriate by the Trustee for the benefit of such person, or the Trustee may use and apply the same directly for the benefit of such person, all in the absolute discretion of the Trustee; and any such payment and disbursement shall be in full acquittance and complete discharge of the duties of the Trustee with respect to such payment and disbursement, and neither the Trustee nor any other person or party shall have any obligation to look to the actual use or application of any amount so disbursed and paid over.

5.17 The rights, powers, discretions, authorities, privileges and immunities of the Trustee set out and provided for in this Indenture shall be applicable separately to each and every trust and Trust Estate created under this Indenture and to the original Trustee thereof and to the successor Trustees, and such rights, powers, discretions, authorities, privileges and immunities shall not be restricted, limited or affected by reason of the fact that any Trustee may at any time have a personal interest or be acting for himself or for any other person, firm, corporation, trust, estate or other entity, with respect to any transactions or dealings involving any Trust Estate created under this Indenture, and such fact shall not disqualify such Trustee or render the Trustee unable to act in any such matter.

#### SECTION 6

6.1 At any time that DARRYL ANN SCHILLI is acting as sole Trustee or as Co-Trustee of any Trust Estate created by this Indenture, she may appoint any person or party other than Grantor to act as a successor Trustee with respect to such Trust Estate.

6.2 At any time that DARRYL ANN SCHILLI is acting as sole Trustee or as Co-Trustee of any Trust Estate created by this Indenture, she may appoint any person or party other than Grantor to act as a Co-Trustee of such Trust Estate.

6.3 Any person or party appointed as Co-Trustee by DARRYL ANN SCHILLI pursuant to §6.2 hereof shall become a successor Trustee with respect to the Trust Estate involved upon the inability or refusal of DARRYL ANN SCHILLI, for any reason, to continue to act as Co-Trustee of such Trust Estate.

6.4 Any appointments made pursuant to §6.1 or §6.2 hereof may designate several persons or parties to serve concurrently or consecutively, as provided in the instrument of appointment, and any appointment so made may be revoked from time to time by DARRYL ANN SCHILLI while she is acting as Trustee or Co-Trustee of the Trust Estate involved.



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6.5 If DARRYL ANN SCHILLI, for any reason, shall be unable or unwilling to continue to act as Trustee of any Trust Estate created by this Indenture, and no person or party has been appointed to serve as her successor pursuant to the provisions of §6.1 or §6.2 hereof, or all persons or parties appointed pursuant to §6.1 or §6.2 hereof to serve as her successor are, for any reason, unable or unwilling to act or to continue to act as Trustee of any Trust Estate created by this Indenture, then the BOATMEN'S NATIONAL BANK in St. Louis, Missouri, shall act as sole Trustee of such Trust Estate, and in the event BOATMEN'S NATIONAL BANK in St. Louis, Missouri, or any bank or trust company designated by the Circuit Court of St. Louis County, Missouri, pursuant to the provisions of this §6.5 shall, for any reason, be unable or unwilling to act or to continue to act as such Trustee, then the Circuit Court of St. Louis County, Missouri, in a proceeding brought by or in behalf of any beneficiary of such Trust Estate, is hereby authorized and empowered to designate a bank or trust company in St. Louis County, Missouri, having a capital and surplus of not less than Twenty Million Dollars (\$20,000,000.00) as successor Trustee of such Trust Estate, and the bank or trust company so designated shall, upon its acceptance, become and be sole Trustee of such Trust Estate.

6.6 The appointment, acceptance, revocation, resignation or refusal to act of any Trustee may be evidenced by a written instrument signed and acknowledged in the same manner as deeds of real estate are then signed and acknowledged under the laws of Missouri and either (i) delivered to the person or party to whom directed, or (ii) delivered to any then adult beneficiary of the Trust Estate involved, or (iii) recorded in the Recorder's Office for St. Louis County, Missouri.

6.7 Every person and party other than DARRYL ANN SCHILLI acting as Trustee shall be entitled to receive reasonable compensation for his or its services, but no Trustee shall be entitled to compensation by reason of resigning, refusing or for any other reason being unable or unwilling to act or to continue to act. If the total compensation payable to all persons or parties acting as Trustee or Co-Trustees of each Trust Estate at the time does not exceed the compensation payable pursuant to the published schedule of fees of BOATMEN'S NATIONAL BANK of St. Louis, Missouri, in effect at that time, such compensation shall conclusively be deemed reasonable.

6.8 The Trustee of each Trust Estate created by this Indenture shall keep adequate books and records reflecting all income and principal transactions of such Trust Estate which shall be open to reasonable inspection by any person, or his authorized representative, who is an income beneficiary of such Trust Estate at the time, and the Trustee shall furnish, at least annually, a statement of all income and principal transactions of each Trust Estate to the persons who are the income beneficiaries thereof at the time.

6.9 In the event this Indenture or any Trust Estate created hereby or any matter involved with respect hereto is submitted to the jurisdiction of any Court, then the Trustee, the beneficiaries and other interested persons shall be bound by the law of the State of Missouri then in effect relative to its provisions



effective during the period of administration of estates with regard to notice, the representation of an incompetent or a person whose residence is unknown by guardian or guardian ad litem, and as to the effectiveness of adjudication as to interested persons, born or unborn, whether notified or not notified, and whether represented or not, provided such interested person or persons are of the same class or have interests similar to the predominant interests of any person so notified or represented.

6.10 No person or party acting as Trustee or Co-Trustee under this Indenture shall be required to furnish bond or give security, or make any accounting or report to any Court, or obtain the order, authorization, direction or confirmation of any Court with respect to the exercise of any right, power, discretion, authority, privilege or immunity provided for in this Indenture.

6.11 A person or party acting as Trustee or Co-Trustee under this Indenture shall not have any duty to examine the books, records, accounts and transactions of or obtain any accounting from any predecessor Trustee, or from the Executor or Administrator of Grantor's estate, and shall not have any liability for losses resulting from acts or omissions of any predecessor Trustee.

6.12 No Trustee or Co-Trustee shall at any time be held liable for any mistake of law or of fact, or of both law and fact, or errors of judgment, or for any loss coming to any Trust Estate, or to any beneficiary thereof or to any other person except as a result of actual fraud on the part of the Trustee or Co-Trustee being charged.

6.13 The Trustee of each Trust Estate hereby created shall be bound by and fully perform and carry out all agreements, contracts and other commitments, in accordance with their respective terms, to which property constituting any part of the Trust Estate may be subject.

#### SECTION 7

This Indenture and all matters arising with respect to the Trust Estate hereby created shall be governed by the laws of the State of Missouri.

#### SECTION 8

Other and additional property, real, personal or mixed, of every kind and description and wherever situated (including, but not limited to insurance policies on the life of the Grantor or the Trustee or any other person and the proceeds therefrom) may be assigned and conveyed to the Trustee to be held by the Trustee subject to all the provisions of this Indenture or subject to the provisions of certain specific portions of this Indenture, as may be provided in the instrument assigning and conveying the same to the Trustee, and any such assignment and conveyance may be made by the Grantor or the Trustee or any other person, by inter vivos or testamentary instruments, either before or after the death of Grantor or the person making such assignment and conveyance.





IN WITNESS WHEREOF, ROBERT B. SCHILLI, Grantor, and DARRYL ANN SCHILLI, Trustee, have executed this Indenture of Irrevocable Trust the day and year first above written.

*Robert B. Schilli*

Robert B. Schilli - Grantor

*Darryl Ann Schilli*

Darryl Ann Schilli

BOOK 29 PAGE 867



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EXHIBIT A TO INDENTURE OF TRUST

DATED DECEMBER 30, 1976

BETWEEN

ROBERT B. SCHILLI, GRANTOR

AND

DARRYL ANN SCHILLI, TRUSTEE

Contemporaneously herewith Grantor has executed and delivered the deed attached hereto which conveys to Trustee for the benefit of the Beneficiary herein named the interest in real property described in said deed.

Exhibit A

Page One



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03/12/1979 12:00:00 AM FILED/CERT

BOOK 29 PAGE 868



GENERAL WARRANTY DEED

This Deed, Made and entered into this 30th day of December 1976, by and between Robert B. Schilli, 29 Clayton Hills Lane, St. Louis, Missouri 63131 of the County of St. Louis, State of Missouri party of the first part, and Darryl Ann Schilli, Trustee under Indenture of Trust dated December 30, 1976, for the benefit of David M. Schilli, 29 Clayton Hills Lane, St. Louis, Missouri 63131 of the County of St. Louis, State of Missouri, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party of the second part, as Trustee under Indenture of Trust dated December 30, 1976, for the benefit of David M. Schilli, an undivided one-half (1/2) interest in the following described improved real estate situated in La Porte County, Indiana, to wit:

A tract of land situated in the Southeast One Quarter (SE 1/4) of Section 32, Township 36 North, Range 4 West, La Porte County, Indiana, containing 3.09 acres, more or less, more particularly described as follows:

Commencing at the Southeast Corner of Section 32, Township 36 North, Range 4 West, La Porte County, Indiana, thence North (N) 8° 30' West (W) along the East (E) line of said Section 32, a distance of 1498.70 feet to the place of beginning for the following description; Thence South (S) 87° 46' 20" West (W) a distance of 497.00 feet; thence North (N) 8° 30' West (W) a distance of 273.00 feet; thence North (N) 87° 46' 20" East (E) a distance of 497.00 feet to a point on the East (E) line of said Section 32; thence South (S) 8° 30' East (E) along the East (E) line of said Section 32, a distance of 273.00 feet to the place of beginning. Containing 3.09 acres, more or less.

Together with an easement for gas and electric utility lines and mains as now installed across the property immediately to the South of the above described property along State Highways #6 and #421.

SUBJECT to the right of the owners of the property immediately to the South to the use in common with the grantee, for a period of ten (10) years from September 20, 1972, of an entrance from State Highways #6 and #421 to the property herein conveyed, with the understanding that the owners of the property immediately to the South will enlarge, extend and improve the driveway into the property to the South and will be jointly responsible for the maintenance of the portion of the driveway being used in common, along with the grantee.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party of the second part, and to the successors and assigns of such party forever



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Shelby Cnty Judge of Probate, AL  
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GENERAL WARRANTY DEED

Page 2

The said party of the first part hereby covenanting that said party and the heirs, executors and administrators of such party shall and will WARRANT AND DEFEND the title to the premises unto the said party of the second part, and to the successors and assigns of such party forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1977 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party of the first part has or have hereunto set their hand or hands the day and year first above written.

Robert B Schilli

STATE OF FLORIDA }  
County of Lee } ss. On this 30 day of December, 1976,

before me personally appeared Robert B. Schilli to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Linda K. Pearson

Notary Public

My term expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 7, 1979  
BONDED thru GENERAL INSURANCE UNDERWRITERS

STATE OF ALA. SHELBY CO.

29 MAR 12 AM 8:59

JUDGE OF PROBATE

Rec. 2100

Ind. 100

22.00



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Shelby Cnty Judge of Probate, AL  
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BOOK 29 PAGE 870