

RESOLUTION
ACCEPTING GIFT FROM THE
THEODORE M. UTCHEN 1996 TRUST

Theodore M. Utchen, a resident of Wheaton, Illinois, died on March 4, 2021, leaving a Trust dated April 12, 1996, as Restated on January 9, 2018, which provides for a gift to this organization under its Paragraph 8 as described in a notice given to this organization pursuant to Illinois' Trust Code.

Therefore, it is resolved that the gift is hereby accepted by this organization. It is further resolved that Susan Varcak (name or names), acting as the President (office or title) of this organization is authorized, on behalf of this organization, to: (1) accept payment, (2) execute receipts and other documents, and (3) receive notices, make and communicate decisions as necessary to facilitate administration of the of the Trust.

CERTIFICATION

(TO BE EXECUTED BY THE PERSON IN CHARGE OF THE ORGANIZATION'S RECORDS. IT MUST ALWAYS BE EXECUTED BY SOMEONE OTHER THAN THE OFFICER NAMED ABOVE.)

I, Michael J. Bernd (name), certify that I am the Secretary (office or title) of this organization, a corporation under the laws of the State of Illinois, and that I am responsible for keeping the organization records. I further certify that the above is a correct and complete copy of a resolution properly adopted by the governing body of this organization on June 23, 2021, and that this resolution appears in the organization's records.

I further certify that gifts to this organization qualify for treatment as charitable gifts for income and estate tax purposes under the United States Internal Revenue Code, and that the correct tax identification number is shown below.

Certified, under the penalties of perjury, June 25, 2021.

TAX I.D. NUMBER 36-3461739

Corporate Seal


Signature

Address: 102 E. Wesley Street
Wheaton, IL 60187

The Theodore M. Utchen 1996 Trust

Specific Distribution of Trust Property to Beneficiary

DISTRIBUTION, RECEIPT AND REFUNDING AGREEMENT

To: Theodore M. Utchen 1996 Trust, dated April 12, 1996,
as Restated January 9, 2018, The Northern Trust
Company as Trustee

The Northern Trust Company ("Northern Trust") is the Trustee (the "Trustee") of the Theodore M. Utchen 1996 Trust, dated April 12, 1996, Restated January 9, 2018 (the "Trust"), which benefits the undersigned organization as a beneficiary of the Charitable Fund created thereunder. The Northern Trust Company is prepared to distribute, subject to this Distribution, Receipt and Refunding Agreement (the "Agreement"), to the undersigned organization the property described in Paragraph 8 of the Trust as benefiting the undersigned organization, which represents all property the undersigned organization is entitled to receive from the Trust under Paragraph 8 of the Trust.

Sequence of Events. The undersigned will sign and deliver this Agreement to Northern Trust, and then Northern Trust will distribute the Trust property to the undersigned; *provided, however*, that this Agreement shall not become effective until Northern Trust has in fact distributed such Trust property.

In consideration of the Northern Trust's distribution to the undersigned organization of the Trust property described above, and to induce the Northern Trust not to require a court proceeding in which a judge approves its accounts and grants it a discharge prior to making such distribution, the undersigned organization states as follows:

1. Refunding.

a. The undersigned organization agrees to assume and pay all taxes and claims, debts and liabilities of whatever nature for which Northern Trust may hereafter be personally liable, to the extent that Northern Trust would have been entitled to be reimbursed or exonerated from the property listed on the attached Schedule had such property remained in the possession of Northern Trust.

b. If is determined at a later date that a part or all of the distribution of the Trust property listed on the attached Schedule should have been paid to someone else rather than to the undersigned organization, or the amount of the distribution represents an overdistribution for whatever reason, the undersigned organization agrees to refund that property (including the earnings and appreciation on it) to Northern Trust within thirty (30) days of Northern Trust's demand.

c. The undersigned organization agrees to reimburse Northern Trust for its expenses of recovery, including reasonable attorneys' fees, and any additional expenses of administration, which may arise out of or in connection with this Section 1.

2. Receipt and Acknowledgement. Effective as of the date upon which the undersigned organization receives the Trust property described above, the undersigned organization acknowledges that it has received its entire interest due under Paragraph 8 of the Trust.

This Agreement shall benefit not only Northern Trust, but also any other co-trustees, prior trustees or successor trustees at any time acting under the Trust, and shall be binding on the undersigned organization, its successor and assigns.

Dated this 02 day of July, 2021.

For: Cosley Foundation, Inc.
Name of Organization

By: Susan Varcak
Signature of Its Authorized Officer

Susan Varcak
Printed Name of Authorized Officer

Its: President
Office or Title of Authorized Officer