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Return of Private Foundation

or Section 4947(a)(1) Trust Treated as Private Foundation

OMB No. 1545-0052

2014

Department of the Treasury
Internal Revenue ServiceDo not enter social security numbers on this form as it may be made public.
Information about Form 990-PF and its separate instructions is at www.irs.gov/form990pf.

Open to Public Inspection

For calendar year 2014 or tax year beginning

, and ending

Name of foundation BOBBIE AND STANTON COOK FAMILY FOUNDATION		A Employer identification number 36-7166361
Number and street (or P.O. box number if mail is not delivered to street address) 224 RALEIGH ROAD	Room/suite	B Telephone number (847) 251-3065
City or town, state or province, country, and ZIP or foreign postal code KENILWORTH, IL 60043-1209		C If exemption application is pending, check here <input type="checkbox"/>
G Check all that apply: <input type="checkbox"/> Initial return <input type="checkbox"/> Final return <input type="checkbox"/> Address change <input type="checkbox"/> Initial return of a former public charity <input type="checkbox"/> Amended return <input checked="" type="checkbox"/> Name change		D 1. Foreign organizations, check here <input type="checkbox"/> 2. Foreign organizations meeting the 85% test, check here and attach computation <input type="checkbox"/>
H Check type of organization: <input checked="" type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation		E If private foundation status was terminated under section 507(b)(1)(A), check here <input type="checkbox"/>
I Fair market value of all assets at end of year (from Part II, col (c), line 16) \$ 3,617,448.	J Accounting method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) _____	F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here <input type="checkbox"/>

Part I Analysis of Revenue and Expenses (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a).)		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
1	Contributions, gifts, grants, etc., received	993,034.		N/A	
2	Check <input type="checkbox"/> if the foundation is not required to attach Sch B				
3	Interest on savings and temporary cash investments	2.	2.		STATEMENT 1
4	Dividends and interest from securities	55,634.	55,634.		STATEMENT 2
5a	Gross rents				
b	Net rental income or (loss)				
6a	Net gain or (loss) from sale of assets not on line 10	340,410.			
b	Gross sales price for all assets on line 6a	346,388.			
7	Capital gain net income (from Part IV, line 2)		340,410.		
8	Net short-term capital gain				
9	Income modifications				
10a	Gross sales less returns and allowances				
b	Less: Cost of goods sold				
c	Gross profit or (loss)				
11	Other income				
12	Total. Add lines 1 through 11	1,389,080.	396,046.		
13	Compensation of officers, directors, trustees, etc.	0.	0.		0.
14	Other employee salaries and wages				
15	Pension plans, employee benefits				
16a	Legal fees				
b	Accounting fees STMT 3	2,100.	0.		2,100.
c	Other professional fees STMT 4	24,188.	24,188.		0.
17	Interest				
18	Taxes STMT 5	5,706.	1,633.		0.
19	Depreciation and depletion				
20	Occupancy				
21	Travel, conferences, and meetings				
22	Printing and publications				
23	Other expenses STMT 6	67.	52.		15.
24	Total operating and administrative expenses. Add lines 13 through 23	32,061.	25,873.		2,115.
25	Contributions, gifts, grants paid	142,400.			142,400.
26	Total expenses and disbursements. Add lines 24 and 25	174,461.	25,873.		144,515.
27	Subtract line 26 from line 12:				
a	Excess of revenue over expenses and disbursements	1,214,619.			
b	Net investment income (if negative, enter -0-)		370,173.		
c	Adjusted net income (if negative, enter -0-)			N/A	

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11-24-14

LHA For Paperwork Reduction Act Notice, see instructions.

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FAMILY FOUNDATION**

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Part II Balance Sheets <small>Attached schedules and amounts in the description column should be for end-of-year amounts only</small>		Beginning of year	End of year	
		(a) Book Value	(b) Book Value	(c) Fair Market Value
Assets	1 Cash - non-interest-bearing			
	2 Savings and temporary cash investments	530,775.	486,224.	486,224.
	3 Accounts receivable ▶ Less: allowance for doubtful accounts ▶			
	4 Pledges receivable ▶ Less: allowance for doubtful accounts ▶			
	5 Grants receivable			
	6 Receivables due from officers, directors, trustees, and other disqualified persons			
	7 Other notes and loans receivable ▶ Less: allowance for doubtful accounts ▶			
	8 Inventories for sale or use			
	9 Prepaid expenses and deferred charges			
	10a Investments - U.S. and state government obligations			
	b Investments - corporate stock STMT 8	380,000.	1,429,677.	1,571,408.
	c Investments - corporate bonds			
	11 Investments - land, buildings, and equipment basis ▶ Less accumulated depreciation ▶			
	12 Investments - mortgage loans			
	13 Investments - other STMT 9	1,598,161.	1,559,816.	1,559,816.
	14 Land, buildings, and equipment basis ▶ Less accumulated depreciation ▶			
15 Other assets (describe ▶)				
16 Total assets (to be completed by all filers - see the instructions. Also, see page 1, item I)	2,508,936.	3,475,717.	3,617,448.	
Liabilities	17 Accounts payable and accrued expenses			
	18 Grants payable			
	19 Deferred revenue			
	20 Loans from officers, directors, trustees, and other disqualified persons			
	21 Mortgages and other notes payable			
	22 Other liabilities (describe ▶)			
23 Total liabilities (add lines 17 through 22)	0.	0.		
Net Assets or Fund Balances	Foundations that follow SFAS 117, check here ▶ <input type="checkbox"/> and complete lines 24 through 26 and lines 30 and 31.			
	24 Unrestricted			
	25 Temporarily restricted			
	26 Permanently restricted			
	Foundations that do not follow SFAS 117, check here ▶ <input checked="" type="checkbox"/> and complete lines 27 through 31.			
	27 Capital stock, trust principal, or current funds	2,508,936.	3,475,717.	
	28 Paid-in or capital surplus, or land, bldg., and equipment fund	0.	0.	
	29 Retained earnings, accumulated income, endowment, or other funds	0.	0.	
30 Total net assets or fund balances	2,508,936.	3,475,717.		
31 Total liabilities and net assets/fund balances	2,508,936.	3,475,717.		

Part III Analysis of Changes in Net Assets or Fund Balances

1 Total net assets or fund balances at beginning of year - Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	2,508,936.
2 Enter amount from Part I, line 27a	2	1,214,619.
3 Other increases not included in line 2 (itemize) ▶	3	0.
4 Add lines 1, 2, and 3	4	3,723,555.
5 Decreases not included in line 2 (itemize) ▶ SEE STATEMENT 7	5	247,838.
6 Total net assets or fund balances at end of year (line 4 minus line 5) - Part II, column (b), line 30	6	3,475,717.

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (e.g., real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.)		(b) How acquired P - Purchase D - Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a	AR SMALL MID CAP VALUE FD - LT	P		12/31/14
b	AR SMALL MID CAP VALUE FD - ST	P		12/31/14
c	CAPITAL GAINS DIVIDENDS			
d				
e				

(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)
a 225,586.			225,586.
b		5,978.	-5,978.
c 120,802.			120,802.
d			
e			

Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69			(i) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
(i) F.M.V. as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any	
a			225,586.
b			-5,978.
c			120,802.
d			
e			

2 Capital gain net income or (net capital loss)	{ If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7 }	2	340,410.
3 Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c). If (loss), enter -0- in Part I, line 8	}	3	N/A

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income.)

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period?

☐ Yes ☒ No

If "Yes," the foundation does not qualify under section 4940(e). Do not complete this part.

1 Enter the appropriate amount in each column for each year; see the instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2013	127,747.	2,492,325.	.051256
2012	129,674.	2,256,820.	.057459
2011	105,867.	2,255,847.	.046930
2010	60,596.	1,986,143.	.030509
2009	81,044.	1,639,718.	.049426

2 Total of line 1, column (d)	2	.235580
3 Average distribution ratio for the 5-year base period - divide the total on line 2 by 5, or by the number of years the foundation has been in existence if less than 5 years	3	.047116
4 Enter the net value of noncharitable-use assets for 2014 from Part X, line 5	4	2,762,589.
5 Multiply line 4 by line 3	5	130,162.
6 Enter 1% of net investment income (1% of Part I, line 27b)	6	3,702.
7 Add lines 5 and 6	7	133,864.
8 Enter qualifying distributions from Part XII, line 4	8	144,515.

If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate. See the Part VI instructions.

Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948 - see instructions)

1a	Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter "N/A" on line 1. Date of ruling or determination letter: _____ (attach copy of letter if necessary-see instructions)		
b	Domestic foundations that meet the section 4940(e) requirements in Part V, check here <input checked="" type="checkbox"/> and enter 1% of Part I, line 27b	1	3,702.
c	All other domestic foundations enter 2% of line 27b. Exempt foreign organizations enter 4% of Part I, line 12, col. (b).		
2	Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)	2	0.
3	Add lines 1 and 2	3	3,702.
4	Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)	4	0.
5	Tax based on investment income. Subtract line 4 from line 3. If zero or less, enter -0-	5	3,702.
6	Credits/Payments:		
a	2014 estimated tax payments and 2013 overpayment credited to 2014	6a	2,316.
b	Exempt foreign organizations - tax withheld at source	6b	
c	Tax paid with application for extension of time to file (Form 8868)	6c	
d	Backup withholding erroneously withheld	6d	
7	Total credits and payments. Add lines 6a through 6d	7	2,316.
8	Enter any penalty for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached	8	
9	Tax due. If the total of lines 5 and 8 is more than line 7, enter amount owed	9	1,386.
10	Overpayment. If line 7 is more than the total of lines 5 and 8, enter the amount overpaid	10	
11	Enter the amount of line 10 to be: Credited to 2015 estimated tax <input type="checkbox"/> Refunded <input checked="" type="checkbox"/>	11	

Part VII-A Statements Regarding Activities

	Yes	No
1a During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?		X
1b Did it spend more than \$100 during the year (either directly or indirectly) for political purposes (see instructions for the definition)? If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.		X
1c Did the foundation file Form 1120-POL for this year?		X
d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation. \$ 0. (2) On foundation managers. \$ 0.		
e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. \$ 0.		
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? If "Yes," attach a detailed description of the activities		X
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? If "Yes," attach a conformed copy of the changes	X	
4a Did the foundation have unrelated business gross income of \$1,000 or more during the year?		X
b If "Yes," has it filed a tax return on Form 990-T for this year?		N/A
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? If "Yes," attach the statement required by General Instruction T.		X
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	X	
7 Did the foundation have at least \$5,000 in assets at any time during the year? If "Yes," complete Part II, col. (c), and Part XV	X	
8a Enter the states to which the foundation reports or with which it is registered (see instructions) <u>IL</u>		
b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by General Instruction G? If "No," attach explanation	X	
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2014 or the taxable year beginning in 2014 (see instructions for Part XIV)? If "Yes," complete Part XIV		X
10 Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses		X

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Part VII-A Statements Regarding Activities (continued)

11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule (see instructions)	11		X
12	Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement (see instructions)	12		X
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address ► N/A	13	X	
14	The books are in care of ► STANTON R. COOK Located at ► 224 RALEIGH ROAD, KENILWORTH, IL Telephone no. ► 847-251-3065 ZIP+4 ► 60043-1209			
15	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the year ► 15 N/A			
16	At any time during calendar year 2014, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for FinCEN Form 114, (formerly TD F 90-22.1). If "Yes," enter the name of the foreign country ►	16	Yes	No X

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

		Yes	No
1a	During the year did the foundation (either directly or indirectly):		
(1)	Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(2)	Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(3)	Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(4)	Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(5)	Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(6)	Agree to pay money or property to a government official? (Exception Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b	If any answer is "Yes" to 1a(1)-(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance (see instructions)? Organizations relying on a current notice regarding disaster assistance check here N/A	1b	
c	Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2014?	1c	X
2	Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)):		
a	At the end of tax year 2014, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2014? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," list the years ►		
b	Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement - see instructions.) N/A	2b	
c	If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. ►		
3a	Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b	If "Yes," did it have excess business holdings in 2014 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969; (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2014.) N/A	3b	
4a	Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	X
b	Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2014?	4b	X

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Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)

5a During the year did the foundation pay or incur any amount to:

(1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))? ☐ Yes ☒ No

(2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive? ☐ Yes ☒ No

(3) Provide a grant to an individual for travel, study, or other similar purposes? ☐ Yes ☒ No

(4) Provide a grant to an organization other than a charitable, etc., organization described in section 4945(d)(4)(A)? (see instructions) ☐ Yes ☒ No

(5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals? ☐ Yes ☒ No

b If any answer is "Yes" to 5a(1)-(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance (see instructions)? N/A ☐ Yes ☐ No

Organizations relying on a current notice regarding disaster assistance check here ☐

c If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant? N/A ☐ Yes ☐ No

If "Yes," attach the statement required by Regulations section 53.4945-5(d).

6a Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ☐ Yes ☒ No

b Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes ☒ No

If "Yes" to 6b, file Form 8870

7a At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction? ☐ Yes ☒ No

b If "Yes," did the foundation receive any proceeds or have any net income attributable to the transaction? N/A ☐ Yes ☐ No

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors

1 List all officers, directors, trustees, foundation managers and their compensation.

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (if not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
SEE STATEMENT 10		0.	0.	0.

2 Compensation of five highest-paid employees (other than those included on line 1). If none, enter "NONE."

(a) Name and address of each employee paid more than \$50,000	(b) Title, and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				

Total number of other employees paid over \$50,000 0

Part X**Minimum Investment Return** (All domestic foundations must complete this part. Foreign foundations, see instructions)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
a	Average monthly fair market value of securities	1a	2,288,578.
b	Average of monthly cash balances	1b	516,081.
c	Fair market value of all other assets	1c	
d	Total (add lines 1a, b, and c)	1d	2,804,659.
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e	0.
2	Acquisition indebtedness applicable to line 1 assets	2	0.
3	Subtract line 2 from line 1d	3	2,804,659.
4	Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions)	4	42,070.
5	Net value of noncharitable-use assets. Subtract line 4 from line 3. Enter here and on Part V, line 4	5	2,762,589.
6	Minimum investment return. Enter 5% of line 5	6	138,129.

Part XI**Distributable Amount** (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations check here ☐ and do not complete this part.)

1	Minimum investment return from Part X, line 6	1	138,129.
2a	Tax on investment income for 2014 from Part VI, line 5	2a	3,702.
b	Income tax for 2014. (This does not include the tax from Part VI.)	2b	
c	Add lines 2a and 2b	2c	3,702.
3	Distributable amount before adjustments. Subtract line 2c from line 1	3	134,427.
4	Recoveries of amounts treated as qualifying distributions	4	0.
5	Add lines 3 and 4	5	134,427.
6	Deduction from distributable amount (see instructions)	6	0.
7	Distributable amount as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1	7	134,427.

Part XII**Qualifying Distributions** (see instructions)

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
a	Expenses, contributions, gifts, etc. - total from Part I, column (d), line 26	1a	144,515.
b	Program-related investments - total from Part IX-B	1b	0.
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	2	
3	Amounts set aside for specific charitable projects that satisfy the:		
a	Suitability test (prior IRS approval required)	3a	
b	Cash distribution test (attach the required schedule)	3b	
4	Qualifying distributions. Add lines 1a through 3b. Enter here and on Part V, line 8, and Part XIII, line 4	4	144,515.
5	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b	5	3,702.
6	Adjusted qualifying distributions. Subtract line 5 from line 4	6	140,813.

Note The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

BOBBIE AND STANTON COOK
FAMILY FOUNDATION**Part XIII** Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2013	(c) 2013	(d) 2014
1 Distributable amount for 2014 from Part XI, line 7				134,427.
2 Undistributed income, if any, as of the end of 2014				
a Enter amount for 2013 only			0.	
b Total for prior years:		0.		
3 Excess distributions carryover, if any, to 2014:				
a From 2009				
b From 2010				
c From 2011				
d From 2012	9,623.			
e From 2013	7,763.			
f Total of lines 3a through e	17,386.			
4 Qualifying distributions for 2014 from Part XII, line 4: ▶ \$ 144,515.				
a Applied to 2013, but not more than line 2a			0.	
b Applied to undistributed income of prior years (Election required - see instructions)		0.		
c Treated as distributions out of corpus (Election required - see instructions)	0.			
d Applied to 2014 distributable amount				134,427.
e Remaining amount distributed out of corpus	10,088.			
5 Excess distributions carryover applied to 2014 (If an amount appears in column (d), the same amount must be shown in column (a))	0.			0.
6 Enter the net total of each column as indicated below.				
a Corpus Add lines 3f, 4c, and 4e Subtract line 5	27,474.			
b Prior years' undistributed income. Subtract line 4b from line 2b		0.		
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed		0.		
d Subtract line 6c from line 6b. Taxable amount - see instructions		0.		
e Undistributed income for 2013. Subtract line 4a from line 2a. Taxable amount - see instr.			0.	
f Undistributed income for 2014. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2015				0.
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (Election may be required - see instructions)	0.			
8 Excess distributions carryover from 2009 not applied on line 5 or line 7	0.			
9 Excess distributions carryover to 2015 Subtract lines 7 and 8 from line 6a	27,474.			
10 Analysis of line 9:				
a Excess from 2010				
b Excess from 2011				
c Excess from 2012	9,623.			
d Excess from 2013	7,763.			
e Excess from 2014	10,088.			

N/A

- b Check box to indicate whether the foundation is a private operating foundation described in section ☐ 4942(j)(3) or ☐ 4942(j)(5)

- [illegible]

- (4) Gross investment income

2014.03040 BOBBIE AND STANTON COOK FA 75194J1

BOBBIE AND STANTON COOK

Form 990-PF (2014)

FAMILY FOUNDATION

36-7166361 Page 11

Part XV Supplementary Information (continued)**3 Grants and Contributions Paid During the Year or Approved for Future Payment**

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a Paid during the year				
AMERICAN ANTIQUARIAN SOCIETY 185 SALISBURY STREET WORCESTER, MA 01609-1634	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	500.
AMERICAN RED CROSS OF WEST MICHIGAN 112 W. 14TH STREET TRAVERSE CITY, MI 49686	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	500.
ASHER STUDENT FOUNDATION 345 W PORTAL ROAD, SUITE 120 SAN FRANCISCO, CA 94127	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	500.
ATLANTIC SALMON FEDERATION P.O. BOX 807 CALAIS, ME 04619-0807	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	500.
BOYS AND GIRLS CLUBS OF CHICAGO 550 W VAN BUREN STREET, STE 350 CHICAGO, IL 60607	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	500.
Total	SEE CONTINUATION SHEET(S)			142,400.
b Approved for future payment				
NONE				
Total				0.

**BOBBIE AND STANTON COOK
FAMILY FOUNDATION**

36-7166361

Part XV Supplementary Information

3 Grants and Contributions Paid During the Year (Continuation)

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
CARLETON COLLEGE ONE NORTH COLLEGE STREET NORTHFIELD, MN 55057	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	5,000.
CHICAGO CHILDREN'S CHOIR 78 EAST WASHINGTON STREET CHICAGO, IL 60602	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
CHICAGO FOUNDATION FOR EDUCATION ONE N. LASALLE ST, SUITE 1675 CHICAGO, IL 60602	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
CHICAGO HISTORICAL SOCIETY 1601 N CLARK STREET CHICAGO, IL 60614	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
CHICAGO YOUTH CENTERS 218 S. WABASH AVE, SUITE 600 CHICAGO, IL 60604	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
CHICAGO ZOOLOGICAL SOCIETY/BROOKFIELD ZOO 8400 W 31ST STREET BROOKFIELD, IL 60513	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	5,000.
FOUNDATION FOR HOMAN SQUARE 3517 W ARTHINGTON ST CHICAGO, IL 60624	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
GENERAL DOUGLAS MACARTHUR FOUNDATION MACARTHUR SQUARE NORFOLK, VA 23510	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
GOODWILL INDUSTRIES OF METRO CHICAGO P.O. BOX 609102 CHICAGO, IL 60680	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
GREATER CHICAGO FOOD DEPOSITORY 4100 W ANN LURIE PLACE CHICAGO, IL 60680	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	6,000.
Total from continuation sheets				139,900.

Enter gross amounts unless otherwise indicated.

(See worksheet in line 13 instructions to verify calculations.)

423621
11-24-14

Part XVII	Information Regarding Transfers To and Transactions and Relationships With Noncharitable Exempt Organizations	50-7100501
------------------	--	------------

- | | | | |
|--|--------------|------------|-----------|
| <p>1 Did the organization directly or indirectly engage in any of the following with any other organization described in section 501(c) of the Code (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?</p> <p>a Transfers from the reporting foundation to a noncharitable exempt organization of:</p> <p>(1) Cash</p> <p>(2) Other assets</p> <p>b Other transactions:</p> <p>(1) Sales of assets to a noncharitable exempt organization</p> <p>(2) Purchases of assets from a noncharitable exempt organization</p> <p>(3) Rental of facilities, equipment, or other assets</p> <p>(4) Reimbursement arrangements</p> <p>(5) Loans or loan guarantees</p> <p>(6) Performance of services or membership or fundraising solicitations</p> <p>c Sharing of facilities, equipment, mailing lists, other assets, or paid employees</p> <p>d If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting foundation. If the foundation received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received.</p> | | Yes | No |
| | | | |
| | 1a(1) | | X |
| | 1a(2) | | X |
| | | | |
| | 1b(1) | | X |
| | 1b(2) | | X |
| | 1b(3) | | X |
| | 1b(4) | | X |
| | 1b(5) | | X |
| | 1b(6) | | X |
| | 1c | | X |

[illegible]

- 2a Is the foundation directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) of the Code (other than section 501(c)(3)) or in section 527? ☐ Yes ☒ No
- b If "Yes," complete the following schedule.

(a) Name of organization	(b) Type of organization	(c) Description of relationship
N/A		

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.				May the IRS discuss this return with the preparer shown below (see instruction 9)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Signature of officer or trustee <u><i>Brandon R Cook</i></u>		Date <u>5/8/2015</u>	Title <u>TRUSTEE</u>	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	GREGORY M. CIOKAJLO	<i>[Signature]</i>	05-07-2015		P00038319
	Firm's name ▶ CIOKAJLO, HEIN & ASSOCIATES, INC.				Firm's EIN ▶ 36-4462730
	Firm's address ▶ 495 CENTRAL AVENUE, SUITE 101 NORTHFIELD, IL 60093				Phone no. (847) 784-9822

Form **990-PF** (2014)

Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury
Internal Revenue Service**Schedule of Contributors**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and
its instructions is at www.irs.gov/form990.

OMB No 1545-0047

2014

Name of the organization

BOBBIE AND STANTON COOK
FAMILY FOUNDATION

Employer identification number

36-7166361

Organization type (check one)

Filers of:

Section:

Form 990 or 990-EZ

☐ 501(c)() (enter number) organization☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation☐ 527 political organization

Form 990-PF

☒ 501(c)(3) exempt private foundation☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation☐ 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note.** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**

- ☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year. ▶ \$ _____

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990, or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990, 990-EZ, or 990-PF. Schedule B (Form 990, 990-EZ, or 990-PF) (2014)

Name of organization

BOBBIE AND STANTON COOK
FAMILY FOUNDATION

Employer identification number

36-7166361

Part I Contributors (see instructions) Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	STANTON R. COOK 224 RALEIGH ROAD KENILWORTH, IL 60043	\$ 993,034.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions)

Name of organization

BOBBIE AND STANTON COOK
FAMILY FOUNDATION

Employer identification number

36-7166361

Part II Noncash Property (see instructions) Use duplicate copies of Part II if additional space is needed

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
1	16,487 SHS OF ADVISORY RESEARCH ALL CAP VALUE FD	\$ 272,860.	12/15/14
1	60,925 SHS OF ADVISORY RESEARCH INTERNATIONAL SMALL CAP VALUE FD	\$ 716,478.	12/15/14
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Name of organization

Employer identification number

BOBBIE AND STANTON COOK
FAMILY FOUNDATION

36-7166361

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year (Enter this info once) ▶ \$

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

BOBBIE AND STANTON COOK
FAMILY FOUNDATION

36-7166361

Part XV. Supplementary Information

3 Grants and Contributions Paid During the Year (Continuation)

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
THE HADLEY SCHOOL FOR THE BLIND 700 ELM STREET WINNETKA, IL 60093-2554	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	2,000.
THE HOOVER INSTITUTION-STANFORD UNIVERSITY 434 GALVEZ MALL STANFORD, CA 94305	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,200.
THE LEELANAU SCHOOL ONE OLD HOMESTEAD ROAD GLEN ARBOR, MI 49636	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	5,000.
THE SALVATION ARMY 5400 N. PULASKI ROAD CHICAGO, IL 60630	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	12,000.
VOICES FOR ILLINOIS CHILDREN 208 S LASALLE STREET, SUITE 1490 CHICAGO, IL 60604	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	500.
WINNETKA COMMUNITY HOUSE 620 LINCOLN AVE WINNETKA, IL 60093	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
Total from continuation sheets				

BOBBIE AND STANTON COOK
FAMILY FOUNDATION

36-7166361

Part XV: Supplementary Information

3 Grants and Contributions Paid During the Year (Continuation)

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
METROPOLITAN FAMILY SERVICES 14 E. JACKSON BLVD, 14TH FL CHICAGO, IL 60604	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
MUSEUM OF SCIENCE AND INDUSTRY 5700 S LAKE SHORE DRIVE CHICAGO, IL 60637	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	24,000.
NORTHWESTERN UNIVERSITY 2020 RIDGE ROAD EVANSTON, IL 60208	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	23,000.
NORWOOD LIFE CARE FOUNDATION 6009 N. NINA AVE CHICAGO, IL 60631	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	2,500.
PAWS CHICAGO 1997 N. CLYBOURN AVE CHICAGO, IL 60614	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
REHABILITATION INSTITUTE FOUNDATION 345 EAST SUPERIOR STREET CHICAGO, IL 60611	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,000.
RIDGEBACK RESCUE OF THE U.S. 1790 VALLEY DRIVE HIGHLAND, MI 48356	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	250.
SANTA FE ANIMAL SHELTER (SFAS) 100 CAJA DEL RIO ROAD SANTE FE, NM 87507	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,200.
THE ALBERT BAKER FUND 1510 J STREET, SUITE 150 SACRAMENTO, CA 95814	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	500.
THE FIELD MUSEUM 1400 S LAKE SHORE DRIVE CHICAGO, IL 60605-2496	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	24,000.
Total from continuation sheets				

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05-01-14

**BOBBIE AND STANTON COOK
FAMILY FOUNDATION**

36-7166361

Part XV Supplementary Information

3 Grants and Contributions Paid During the Year (Continuation)

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
HEIFER INTERNATIONAL 1 WORLD AVENUE LITTLE ROCK, AR 72202	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	2,000.
HOWARD AREA COMMUNITY CENTER 7648 N PAULINA STREET CHICAGO, IL 60626	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	2,000.
ILLINOIS ST ANDREW SOCIETY 2800 DES PLAINES AVE NORTH RIVERSIDE, IL 60546	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	2,500.
INDIAN HILL CLUB SCHOLARSHIP FOUNDATION ONE INDIAN HILL ROAD WINNETKA, IL 60093	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	500.
JOHN G. SHEDD AQUARIUM 1200 S LAKE SHORE DRIVE CHICAGO, IL 60605	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	1,500.
JUNIOR ACHIEVEMENT 651 W. WASHINGTON AVE, STE 404 CHICAGO, IL 60661	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	500.
KENILWORTH GARDEN CLUB 2215 CHESTNUT AVE WILMETTE, IL 60091	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	250.
LINCOLN PARK ZOO 2001 NORTH CLARK STREET CHICAGO, IL 60614	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	5,000.
HEARTSPRING 8700 EAST 29TH NORTH WICHITA, KS 67226	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	500.
MEALS AT HOME 1123 EMERSON, SUITE 213 EVANSTON, IL 60201	NONE	PUBLIC CHARITY	GENERAL CHARITABLE PURPOSES	2,000.
Total from continuation sheets				

FORM 990-PF INTEREST ON SAVINGS AND TEMPORARY CASH INVESTMENTS STATEMENT 1

SOURCE	(A) REVENUE PER BOOKS	(B) NET INVESTMENT INCOME	(C) ADJUSTED NET INCOME
JP MORGAN CHASE	2.	2.	
TOTAL TO PART I, LINE 3	2.	2.	

FORM 990-PF DIVIDENDS AND INTEREST FROM SECURITIES STATEMENT 2

SOURCE	GROSS AMOUNT	CAPITAL GAINS DIVIDENDS	(A) REVENUE PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME
AR SMALL MID CAP VALUE - DIVIDENDS	14,073.	0.	14,073.	14,073.	
PERSHING - DIVIDENDS	162,363.	120,802.	41,561.	41,561.	
TO PART I, LINE 4	176,436.	120,802.	55,634.	55,634.	

FORM 990-PF ACCOUNTING FEES STATEMENT 3

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
ACCOUNTING AND TAX RETURN PREP	2,100.	0.		2,100.
TO FORM 990-PF, PG 1, LN 16B	2,100.	0.		2,100.

FORM 990-PF	OTHER PROFESSIONAL FEES			STATEMENT	4
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES	
INVESTMENT MGMT FEES - AR INVE	24,188.	24,188.			0.
TO FORM 990-PF, PG 1, LN 16C	24,188.	24,188.			0.

FORM 990-PF	TAXES			STATEMENT	5
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES	
FEDERAL EXCISE TAX	4,073.	0.			0.
FOREIGN TAX	1,633.	1,633.			0.
TO FORM 990-PF, PG 1, LN 18	5,706.	1,633.			0.

FORM 990-PF	OTHER EXPENSES			STATEMENT	6
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES	
FILING FEES	15.	0.			15.
SAFE DEPOSIT BOX	52.	52.			0.
TO FORM 990-PF, PG 1, LN 23	67.	52.			15.

FORM 990-PF	OTHER DECREASES IN NET ASSETS OR FUND BALANCES			STATEMENT	7
DESCRIPTION	AMOUNT				
UNREALIZED APPRECIATION ON AR INVESTMENT PARTNERSHIPS	247,838.				
TOTAL TO FORM 990-PF, PART III, LINE 5	247,838.				

FORM 990-PF	CORPORATE STOCK	STATEMENT	8
DESCRIPTION	BOOK VALUE	FAIR MARKET VALUE	
ADVISORY RESEARCH ALL CAP	652,860.	835,135.	
ADVISORY RESEARCH INTL SMALL CAP VALUE FD	776,817.	736,273.	
TOTAL TO FORM 990-PF, PART II, LINE 10B	1,429,677.	1,571,408.	

FORM 990-PF	OTHER INVESTMENTS	STATEMENT	9
DESCRIPTION	VALUATION METHOD	BOOK VALUE	FAIR MARKET VALUE
AR SMALL MID CAP VALUE FUND	COST	1,559,816.	1,559,816.
TOTAL TO FORM 990-PF, PART II, LINE 13		1,559,816.	1,559,816.

FORM 990-PF

PART VIII - LIST OF OFFICERS, DIRECTORS
TRUSTEES AND FOUNDATION MANAGERS

STATEMENT 10

NAME AND ADDRESS	TITLE AND AVRG HRS/WK	COMPEN- SATION	EMPLOYEE BEN PLAN CONTRIB	EXPENSE ACCOUNT
STANTON R. COOK 224 RALEIGH ROAD KENILWORTH, IL 60043-1209	TRUSTEE 2.00	0.	0.	0.
DOUGLAS M. COOK 495 CENTRAL AVENUE, SUITE 101 NORTHFIELD, IL 60093	TRUSTEE 0.00	0.	0.	0.
NANCY A. COOK 495 CENTRAL AVENUE, SUITE 101 NORTHFIELD, IL 60093	TRUSTEE 0.00	0.	0.	0.
DAVID W. COOK 495 CENTRAL AVENUE, SUITE 101 NORTHFIELD, IL 60093	TRUSTEE 0.00	0.	0.	0.
SARAH C. SHUMWAY 495 CENTRAL AVENUE, SUITE 101 NORTHFIELD, IL 60093	TRUSTEE 2.00	0.	0.	0.
SCOTT R. COOK 495 CENTRAL AVENUE, SUITE 101 NORTHFIELD, IL 60093	TRUSTEE 0.00	0.	0.	0.
TOTALS INCLUDED ON 990-PF, PAGE 6, PART VIII		0.	0.	0.

First Amendment to First Restatement of Trust Creating the Cook Family Foundation

Under the terms of Article VI of the Agreement dated December 18, 1996, as amended on January 28, 1997 and as restated on March 7, 2006 (the "Trust Agreement"), creating the Cook Family Foundation, I reserved a limited power to amend the Trust Agreement by a signed written instrument delivered to the trustees. Accordingly, I hereby amend the Trust Agreement in the following respects, effective as of June 12, 2014.

FIRST: I revoke Article I of the Trust Agreement and substitute therefor the following new Article I:

ARTICLE I

NAME OF TRUST

The trust shall be named the "Bobbie and Stanton Cook Family Foundation," and any property held by this trust under its former names (the "Stanton R. Cook Foundation" and the "Cook Family Foundation") is and shall continue to be held under this trust agreement, notwithstanding the difference in the title.

SECOND: I revoke Section B of Article II of the Trust Agreement and substitute therefor the following new Section B of Article II:

B. Final Distribution of Trust Property.

1. Upon the "Termination Date" (as hereinafter defined), the trustee shall pay or make provision for the payment of all of the liabilities of the trust and the disposition of all of the property of the Charitable Trust as follows:

a. All liabilities and obligations of the Charitable Trust shall be paid, satisfied, and discharged or adequate provision shall be made therefor;

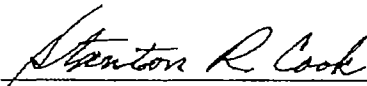
b. Property of the Charitable Trust that is held upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements; and

c. All other property of the Charitable Trust not disposed of above shall be transferred or conveyed to one or more charitable organizations described in subsection A.2 of this Article, as the trustee shall determine in his discretion, to be used by such organizations exclusively for charitable, religious, research, educational and scientific purposes. If the Charitable Trust is terminated upon the date that is fifty (50) years after my death, then any such trust property not so disposed of within six (6) months of such date shall be disposed of by the court that has jurisdiction over the Charitable Trust exclusively for charitable organizations described in subsection A.2 of this Article, as such court shall determine.

2. As used herein, the "Termination Date" shall be the earlier of (i) the date on which the trustee directs the dissolution or final termination of the trust, or (ii) the date that is fifty (50) years after my death.

THIRD: In all other respects, I confirm, ratify and readopt the remaining provisions of the Trust Agreement, as amended, and reserve the right to further amend the Trust Agreement, as amended, and this amendment thereto.

IN WITNESS WHEREOF, I have hereunto set my hand as of the effective date of this instrument.


Stanton R. Cook, Settlor

The undersigned acknowledge receipt of and accept the foregoing amendment as of the date first set forth above.

Stanton R. Cook
Stanton R. Cook, Trustee

Douglas M. Cook
Douglas M. Cook, Trustee

Nancy A. Cook
Nancy A. Cook, Trustee

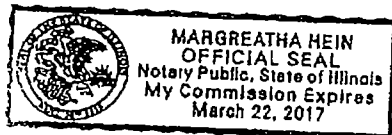
David W. Cook
David W. Cook, Trustee

Sarah C. Shumway
Sarah C. Shumway, Trustee

Scott R. Cook
Scott R. Cook, Trustee

STATE OF Illinois
COUNTY OF Cook : ss:

Subscribed, sworn to and acknowledged before me by Stanton R. Cook, the settlor, on June 12, 2014.




Margreatha Hein
Notary Public


My commission expires: March 22, 2017

We hereby certify that the foregoing Amendment on the date thereof was signed by Stanton R. Cook in our presence, who, at his request and in his presence and in the presence of each other, have subscribed our names below as witnesses thereto, believing Stanton R. Cook at the time of so signing to be of sound mind and memory.

SIGNATURES OF WITNESSES:


Signature


Signature


Signature

ADDRESSES OF WITNESSES:

Gregory Cickijlo
Name (Print)
336 Delta Road
Street Address
Highland Park, IL 60035
City/State/Zip Code

Silvija Stojneva
Name (Print)
10129 Hartford Ct, Apt 1C
Street Address
Schiller Park, IL 60176
City/State/Zip Code

Dynasha Moore
Name (Print)
231 Grey Ave
Street Address
Evanston IL 60202
City/State/Zip Code

**Restatement of Trust
Creating the
Stanton R. Cook Foundation**

Restatement of Trust Creating the Stanton R. Cook Foundation

To: Stanton R. Cook, as trustee of the Stanton R. Cook Foundation Dated
December 18, 1996, as amended on January 28, 1997.

Under the terms of paragraph 19 of the Agreement dated December 18, 1996, as previously amended (the "Trust Agreement"), creating the Stanton R. Cook Foundation (the "Charitable Trust" or "trust"), under which I am the sole trustee, I reserved a limited power to amend the Trust Agreement by a signed written instrument delivered to the trustee. Accordingly, I hereby amend and restate the Trust Agreement in its entirety as follows:

ARTICLE I

NAME OF TRUST

The trust shall be renamed the "Cook Family Foundation," and any property held by this trust under its former name (the "Stanton R. Cook Foundation") is and shall continue to be held under this trust agreement, notwithstanding the difference in the title.

ARTICLE II

DISPOSITION OF CHARITABLE TRUST

The Charitable Trust shall be administered and disposed of as follows:

A. Payments to Charitable Organizations. The trustee may pay as much of the net income and principal of the trust, even to the extent of all or none, at any time and from time to time, as the trustee shall determine for charitable, religious, literary, educational and scientific purposes. In the discretion of the trustee, such payments and expenditures may be made by funding activities or programs operated directly by the Charitable Trust or by making payments to any one or more "charitable organizations" (as hereinafter defined) having such purposes as the trustee determines in his discretion.

Notwithstanding the foregoing, at any time that I am not serving as a trustee, such payments may be made to any one or more charitable organizations, provided that such charitable organizations (i) operate to benefit a community in which one of my descendants lives, (ii) are schools from which I or a descendant of mine graduated, or (iii) are any of the following: Carleton College, of Northfield, Minnesota; First Church of Christ Scientist, of Boston, Massachusetts (and any of its branches); University of Illinois, of Champaign, Illinois; or University of Michigan, of Ann Arbor, Michigan.

B. *Final Distribution of Trust Property.* Upon dissolution or final liquidation of the trust at the direction of the trustee, the trustee shall pay or make provision for the payment of all of the liabilities of the trust and the disposition of all of the property of the Charitable Trust as follows:

1. All liabilities and obligations of the Charitable Trust shall be paid, satisfied, and discharged or adequate provision shall be made therefor;
2. Property of the Charitable Trust that is held upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements; and
3. All other property of the Charitable Trust not disposed of above shall be transferred or conveyed to one or more charitable organizations described in subsection A.2 of this Article, as the trustee shall determine in his discretion, to be used by such organizations exclusively for charitable, religious, research, educational and scientific purposes. Any such trust property not so disposed of shall be disposed of by the court that has jurisdiction over the Charitable Trust exclusively for charitable organizations described in subsection A.2 of this Article, as such court shall determine.

ARTICLE III

COOK FAMILY LINES

A. *Designation of Cook Family Lines.* Subject to Section E of this Article, there shall be five (5) Cook Family Lines: the Douglas M. Cook Family Line, the Nancy A. Cook Family Line, the David W. Cook Family Line, the Sarah C. Shumway Family Line,

and the Scott R. Cook Family Line. The composition of the Cook Family Lines shall be as follows:

1. *Douglas M. Cook Family Line.* My son, Douglas M. Cook ("Doug") is the sole initial member of the Douglas M. Cook Family Line. Upon Doug's resignation, death or incapacity, Doug's children who are then living and not incapacitated shall become the sole members of the Douglas M. Cook Family Line. When all of Doug's children are deceased or incapacitated, then the next most senior generation of Doug's descendants of which one or more members are then living and not incapacitated (e.g., Doug's grandchildren) shall become the sole members of the Douglas M. Cook Family Line. Thereafter, whenever all the members of the Douglas M. Cook Family Line are deceased or incapacitated, the next most senior generation of Doug's descendants of which one or more members are then living and not incapacitated shall become the sole members of the Douglas M. Cook Family Line. Any members of a generation of Doug's descendants who are born while the other members of their generation are members of the Douglas M. Cook Family Line shall automatically become members of the Douglas M. Cook Family Line, subject to subsection A.6 of this Article.

2. *Nancy A. Cook Family Line.* My daughter, Nancy A. Cook ("Nancy") is the sole initial member of the Nancy A. Cook Family Line. Upon Nancy's resignation, death or incapacity, Nancy's children who are then living and not incapacitated shall become the sole members of the Nancy A. Cook Family Line. When all of Nancy's children are deceased or incapacitated, then the next most senior generation of Nancy's descendants of which one or more members are then living and not incapacitated (e.g., Nancy's grandchildren) shall become the sole members of the Nancy A. Cook Family Line. Thereafter, whenever all the members of the Nancy A. Cook Family Line are deceased or incapacitated, the next most senior generation of Nancy's descendants of which one or more members are then living and not incapacitated shall become the sole members of the Nancy A. Cook Family Line. Any members of a generation of Nancy's descendants who are born while the other members of their generation are members of

the Nancy A. Cook Family Line shall automatically become members of the Nancy A. Cook Family Line, subject to subsection A.6 of this Article.

3. *David W. Cook Family Line.* My son, David W. Cook ("David") is the sole initial member of the David W. Cook Family Line. Upon David's resignation, death or incapacity, David's children who are then living and not incapacitated shall become the sole members of the David W. Cook Family Line. When all of David's children are deceased or incapacitated, then the next most senior generation of David's descendants of which one or more members are then living and not incapacitated (e.g., David's grandchildren) shall become the sole members of the David W. Cook Family Line. Thereafter, whenever all the members of the David W. Cook Family Line are deceased or incapacitated, the next most senior generation of David's descendants of which one or more members are then living and not incapacitated shall become the sole members of the David W. Cook Family Line. Any members of a generation of David's descendants who are born while the other members of their generation are members of the David W. Cook Family Line shall automatically become members of the David W. Cook Family Line, subject to subsection A.6 of this Article.

4. *Sarah C. Shumway Family Line.* My daughter, Sarah C. Shumway ("Sarah") is the sole initial member of the Sarah C. Shumway Family Line. Upon Sarah's resignation, death or incapacity, Sarah's children who are then living and not incapacitated shall become the sole members of the Sarah C. Shumway Family Line. When all of Sarah's children are deceased or incapacitated, then the next most senior generation of Sarah's descendants of which one or more members are then living and not incapacitated (e.g., Sarah's grandchildren) shall become the sole members of the Sarah C. Shumway Family Line. Thereafter, whenever all the members of the Sarah C. Shumway Family Line are deceased or incapacitated, the next most senior generation of Sarah's descendants of which one or more members are then living and not incapacitated shall become the sole members of the Sarah C. Shumway Family Line. Any members of a generation of Sarah's descendants who are born while the other members of their generation are members of the Sarah C. Shumway Family Line shall automatically

become members of the Sarah C. Shumway Family Line, subject to subsection A.6 of this Article.

5. *Scott R. Cook Family Line.* My son, Scott R. Cook ("Scott") is the sole initial member of the Scott R. Cook Family Line. Upon Scott's resignation, death or incapacity, Scott's children who are then living and not incapacitated shall become the sole members of the Scott R. Cook Family Line. When all of Scott's children are deceased or incapacitated, then the next most senior generation of Scott's descendants of which one or more members are then living and not incapacitated (e.g., Scott's grandchildren) shall become the sole members of the Scott R. Cook Family Line. Thereafter, whenever all the members of the Scott R. Cook Family Line are deceased or incapacitated, the next most senior generation of Scott's descendants of which one or more members are then living and not incapacitated shall become the sole members of the Scott R. Cook Family Line. Any members of a generation of Scott's descendants who are born while the other members of their generation are members of the Scott R. Cook Family Line shall automatically become members of the Scott R. Cook Family Line, subject to subsection A.6 of this Article.

6. Notwithstanding the foregoing, in the event a member of a generation of descendants who would otherwise qualify as a member of his or her Cook Family Line declines to participate as a member of his or her Cook Family Line, he or she shall be treated as deceased for purposes of this Article. A descendant may so decline by delivery of a written instrument to the Board of Directors, and such declination shall be irrevocable.

B. *Additional Members of Cook Family Lines.* At any time, a Cook Family Line may appoint one or more of the descendants of the initial Cook Family Line member to be included as members of such Cook Family Line.

C. *Meetings.* Meetings of each Cook Family Line shall be held at such location on such date as may be fixed by the trustee elected by such Cook Family Line or by a majority of the members of such Cook Family Line, for the purpose of electing trustees or making plans of successor trustees.

D. *Informal Action by Members.* Any action which may be taken at a meeting of the members of a Cook Family Line may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all members of such Cook Family Line. Such consent shall have the same force and effect as a unanimous vote of the members of the Cook Family Line.

E. *Termination of a Cook Family Line Where No Successor Members.* If at any time a Cook Family Line has no members, such Cook Family Line shall no longer exist.

F. *Minor Members.* Notwithstanding any provision to the contrary, an individual shall not be considered incapacitated solely due to his or her status as a minor, and, in the event a minor is a member of a Cook Family Line, his or her rights, powers and obligations as a member of a Cook Family Line shall be held and exercised by his or her parent, guardian or other legal representative until such individual reaches his or her majority.

ARTICLE IV

SUCCESSOR AND ADDITIONAL TRUSTEES

A. *Designation of Trustees.* Upon the execution of this Agreement, Doug, Nancy, David, Sarah and Scott shall assume office as co-trustees to serve alongside myself.

B. *Trustee Affiliation.* Each existing Cook Family Line shall have the right to designate one trustee. For purposes of this Agreement, a trustee position "belonging to" or "controlled by" a Cook Family Line shall be a position that such Cook Family Line has the right to fill.

C. *Election of Trustees.* A Cook Family Line may elect a person as trustee or establish a plan of trustees upon the affirmative vote of the members of such Cook Family Line. In the event no one candidate receives more votes than all of the other candidates, the eldest member of the Cook Family Line shall cast an additional vote in order to resolve the tie.

D. *Plan of Trustees.* A plan of trustees may designate a successor trustee to begin serving immediately or to serve upon the occurrence of a specified event or contingency,

may accord specific responsibilities and powers, may impose qualifications or requirements, may specify compensation, and may designate single or successive trustees, all as provided in the plan. Except as otherwise provided in this Article, a plan may leave a vacancy in the trusteeship unfilled. Notwithstanding the foregoing, a plan of trustees may not affect the responsibilities, powers, qualifications, requirements, compensation or impose limitations or conditions generally on the acting trustees. A Cook Family Line may amend or revoke a plan of trustees created by such Cook Family Line; provided, however, that no such amendment or revocation may remove any then acting trustee. The method for amending or revoking a plan shall be the same as the method for establishing a plan.

E. Unfilled Vacancy in Trusteeship. If at any time no trustee is acting with respect to the trust and no trustee assumes office within forty-five (45) days of such vacancy, or if at any time an additional trustee is required to serve hereunder and no such trustee assumes office within forty-five (45) days, then a court of competent jurisdiction shall designate an appropriate person or corporate trustee as trustee.

F. Removal of Trustees. A Cook Family Line may remove the trustee belonging to such Cook Family Line, with or without cause, by a duly acknowledged instrument delivered to all trustees of the trust (including the trustee being removed). A Cook Family Line shall have no duty to monitor the trustee in order to determine whether to exercise the power conferred under this Section.

G. Release of Powers to Designate or Remove Trustees. The powers to establish a plan of trustees or to remove trustees may be released, revocably or irrevocably, at any time by a duly acknowledged instrument delivered to the trustees.

H. Trust as United States Person. Subject to the Section titled "Governing Law" in the Article titled "Interpretive Rules," a person or corporate trustee shall not serve as trustee of a trust if such service would cause the trust to fail to be a "United States person," as defined in Section 7701(a)(30) of the Code.

ARTICLE V

ADMINISTRATIVE PROVISIONS FOR CHARITABLE TRUST

A. *Savings Clause.* It is intended that the Charitable Trust will qualify as a charitable foundation within the meaning of Sections 501(c)(3), 2055, 2522 and 170(c) of the Code, and will qualify as an entity exempt from Federal income tax under Section 501(a) of the Code. It is also intended that contributors to the trust will obtain the full benefit of any income, gift and estate tax charitable contribution deductions to which they may be entitled under the Code. Accordingly, notwithstanding any provision herein to the contrary, the provisions of this Agreement shall be construed and the Charitable Trust administered and disposed of in accordance with this intention and in a manner consistent with such Code sections. No right, power or discretion granted to the trustee or any other person by this Agreement or by law shall be exercisable in a manner that would cause the Charitable Trust to fail to satisfy the requirements of a charitable trust within the meaning of such Code sections. Should the provisions of this Agreement be inconsistent or in conflict with such Code sections (or applicable regulations, revenue rulings, revenue procedures, notices or other administrative pronouncements), then such sections (or regulations, revenue rulings, revenue procedures, notices or administrative pronouncements) shall take precedence over the provisions that are set forth herein. The trustee may amend this Agreement in any manner for the sole purpose of complying with the requirements of the Code in order to qualify the trust as a charitable trust within the meaning of the aforesaid Code sections.

B. *Prohibited Transactions.* The trustee shall make distributions at such time and in such manner as not to subject the Charitable Trust to tax under Section 4942 of the Code. Notwithstanding any provision herein to the contrary, the trustee shall not engage in any act of self-dealing, as defined in Section 4941(d) of the Code, and shall not make any taxable expenditures, as defined in Section 4945(d) of the Code. The trustee shall not make any investments that jeopardize the charitable purposes of the Charitable Trust, within the meaning of Section 4944 of the Code, or retain any excess business holdings, within the meaning of Section 4943(c) of the Code.

C. *Other Restrictions.* No part of the net earnings of the trust shall inure to the benefit of, or be distributable to, the trustees, or other private individuals, except that the trustee shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No part of the activities of the trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the trust shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision to the contrary, the trust shall not carry on any activities not permitted to be carried on (i) by a trust exempt from Federal income tax under Section 501(a) of the Code, or (ii) by a trust, contributions to which are deductible under Section 170(c)(2) of the Code.

D. *Prohibition of Payment of Estate and Death Taxes.* No estate, death, inheritance or other taxes (hereinafter collectively referred to as "death taxes") payable as a result of the inclusion of any portion of the property of the Charitable Trust in any person's gross estate shall be paid by or recoverable from the Charitable Trust.

E. *Taxable Year.* The taxable year of the Charitable Trust shall be the calendar year.

F. *Disclaimed Property.* Notwithstanding any of the provisions of this Agreement to the contrary, if any property is received by the Charitable Trust as a result of a trustee's qualified disclaimer pursuant to Section 2518 of the Code (for purposes of this Article, such trustee shall be referred to as the "Disclaimant"), such property shall be held in a separate, segregated fund ("Separate Fund") which shall be administered by those trustees other than the Disclaimant. The Disclaimant shall have no rights or powers as a trustee or in any other capacity with respect to the disclaimed property or the principal or income of the Separate Fund in which the disclaimed property is held, including but not limited to the power to direct the distribution, enjoyment or investment of the disclaimed property.

ARTICLE VI

LIMITED POWER TO AMEND

From time to time this instrument may be amended by written instrument signed as provided below and filed with and receipted by the trustee:

A. While I am legally competent, the amending instrument shall be signed by me.

B. If I am not legally competent (including if I am deceased), the amending instrument shall be signed by a majority of the then acting trustees.

C. Despite the above provisions, no amendment shall authorize the trustee or any committee to engage in any activity not permitted to be carried on by, or to make any distribution not permitted to be made by, a trust which is exempt from federal income taxation under Code Section 501(a) as an organization described in Code Section 501(c)(3), is exempt from or not subject to income taxation under the laws of the State of Illinois and also is described in all of Code Sections 170 (c)(2), 2055(a) and 2522(a).

D. Despite the above provisions, the provisions of Section C of this Article shall not be amended except to the extent necessary to permit the trustee to continue to qualify as a trust which is exempt from federal income taxation under Code Section 501(a) as an organization described in Code Section 501(c)(3), is exempt from or not subject to income taxation under the laws of the State of Illinois and also is described in all of Code Sections 170(c)(2), 2055(a) and 2522(a). An amendment of the provisions of this

paragraph (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the power of amendment.

ARTICLE VII

NON-GRANTOR TRUST PROVISION

Notwithstanding any provision of this Agreement to the contrary, the trustee shall not, nor shall any person be appointed as trustee who would, have any power that would cause any person to be treated as the owner of any portion of the trust created hereunder under Sections 671 through 679 of the Code.

ARTICLE VIII

GENERAL PROVISIONS

A. *Additions.* Except as may be expressly provided herein to the contrary, with the consent of the trustee, any person or entity may add property of any kind to the trust hereunder.

B. *Addition of Income to Principal.* Any part of the net income of the trust that is not paid to charitable organizations or otherwise expended by the trust shall be accumulated and, at least annually, added to the trust principal.

C. *Irrevocability.* Except as may be expressly provided herein to the contrary, none of the trustee, me or any other person may revoke, alter or amend this Agreement.

D. *Additional Instruments.* A copy of any instrument created pursuant to this Agreement shall be filed with the trust records.

ARTICLE IX

POWERS, RIGHTS AND DUTIES OF TRUSTEES AND OTHER FIDUCIARIES

A. *General Trustee Powers.* In addition to the powers now or hereafter conferred by applicable law, the trustee of each trust hereunder may:

1. make payments or distributions of income or principal in kind or in money, or partly in each, in shares of differing composition, without regard to the income tax basis of specific property allocated to any beneficiary;

2. hold, manage, insure, coinsure, reinsure, improve, repair and control all trust property, real or personal;

3. sell for cash or credit, or on installments, at public or private sale, grant options to purchase, and convey or exchange any and all of the trust property, or any life estate, term of years, remainder or reversion therein, for such price, including property of equivalent value (whether of like kind or similar use, and including life estates, terms of years, remainders or reversions), and upon such terms, as the trustee determines;
4. lease or license the use of any tangible or intangible personal property at any time forming a part of the trust property upon such terms as the trustee determines;
5. borrow money from any source (including from any other fiduciary hereunder), extend or renew any existing indebtedness; mortgage or pledge any trust property;
6. release, assign, settle, compromise, contest, participate in mediation, agree to arbitrate and be bound thereby, extend the time for payment of, or abandon, claims or demands in favor of or against the trust property or any part thereof;
7. sell, convey, exchange, release, mortgage, encumber, lease, partition, improve, manage, protect and subdivide any real estate interests or parts thereof; dedicate roads or other portions of the property for public use, adjust boundary lines, vacate any subdivisions or parts thereto, grant options to purchase; lease such property, or any part thereof from time to time in possession or reversion, by leases to commence currently or in the future, and upon any terms and for any period or periods of time including a period beyond the term of the trust (including, if permissible under applicable law, beyond the term of the rule against perpetuities); renew or extend leases, amend, change or modify the terms and provisions of any lease, and consent to the assignment of leases, contract to make leases and grant options to lease and options to renew leases and options to purchase the whole or any part of any reversion; grant easements or charges of any kind; release, convey or assign any right, title or interest in or about an easement appurtenant to such property or any part thereof; construct and reconstruct, remodel, alter, repair, add to or take from buildings on such premises; purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; 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, 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 execute assignments of all or any part of the beneficial interest in such land trust;
8. abandon any trust property that the trustee deems to be worthless or not of sufficient value to warrant keeping or protecting; abstain from the payment of taxes, water, rents, assessments, repairs, maintenance and upkeep of any such property; permit any such property to be lost by tax sale or other proceedings, or convey any such property for nominal or no consideration; permit the expiration of any renewal, sale, exchange or purchase option with respect to any property or lease thereof;

9. invest in, purchase, retain or sell any type of property (regardless of whether a security is 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" restrictions), including (without limitation) common stock, bonds, notes, debentures, mortgages, preferred stocks, puts or calls, voting trust certificates, options, derivative instruments, beneficial interests in land trusts, interests in common trust funds, mutual funds (including mutual funds managed or advised by a fiduciary hereunder), "open-end" or "closed-end" investment funds or trusts, hedge funds, private equity funds (of any type), real estate investment trusts, savings and loan or building and loan associations, motion picture, radio, television or cable access television production programming and licenses, livestock or other animals, commodities, commodity pools, commodity options, commodity partnerships, swaps, caps and collars and any and all derivations thereof, managed futures, managed stock accounts, foreign exchange, insurance or endowment policies, annuities, variable annuities or other property or undivided interests in property, real or personal, foreign or domestic;

10. purchase securities on margin and engage in short sales, sales against the box and other investment strategies, whether covered or uncovered;

11. purchase or otherwise acquire, for cash, credit or installments, form, create, organize, invest in, reinvest in, retain or continue for an indefinite term, any "Business Entity" (as hereinafter defined) located within or without the United States, regardless of the form of participation or ownership and even though it may be closely or privately held or may constitute all or a large portion of the trust property of a trust; have and exercise all the powers necessary and incidental to ownership in such Business Entity, including authorizing or voting to authorize the making of charitable contributions by such Business Entity; participate in the conduct of such Business Entity or rely upon others to do so, and take or delegate to others discretionary power to take any action with respect to its management and affairs that a person could take as owner of such Business Entity, including the voting of stock, and the determination of all questions of policy; take possession of the assets of such Business Entity and exercise complete control and management of such Business Entity, and in connection therewith, enter into and perform contracts, commitments, orders, and engagements; incur expenses and debts in connection with the conduct and operation of such Business Entity, and pay and discharge such expenses and debts; join in and execute operating agreements, partnership agreements and amendments thereto; participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of such Business Entity or any change in its nature and retain and continue such changed or successor Business Entity; 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 Entity with trust funds; rely upon the reports of certified public accountants, appraisers, consultants and other professional advisors, without independent investigation and without obligation to file any report with any court in any jurisdiction; elect, employ

and compensate directors, officers, employees or agents of any Business Entity, who may include the trustee or a director, officer or agent of the trustee; show in summary form in the trustee's accountings, if any, only the financial position of a Business Entity and not include in detail all the business transactions; deal with and act for such Business Entity in any capacity, including any banking or trust capacity and the loaning of money out of a trustee's own funds, and be compensated therefor; sell, pledge or liquidate any interest in such Business Entity; provided, however, that notwithstanding the provisions of this paragraph, the trustee shall not purchase or otherwise acquire, form, create, organize, invest or reinvest in any Business Entity by which the trustee is employed or in which the trustee (or his family) directly or indirectly owns an interest, unless (i) the trustee is a descendant of my grandparents or a spouse of such a descendant; (ii) the beneficiary, a descendant of the beneficiary's grandparents, a descendant of my grandparents or a spouse of any of such persons is employed by or owns (directly or indirectly) an interest in such Business Entity; or (iii) the beneficiary consents to such action in a duly acknowledged instrument filed with the trust records; provided, further, that the trustee may continue to hold interests in any Business Entity held by the trust at the time the trustee began serving as such;

12. invest and reinvest the trust property wholly or partially in any interests in oil, gas or other mineral resources received from any source, such investments to be made either directly or through entities intended to protect the trust property; retain any interests in oil, gas or other mineral resources; 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 trust) and any other instruments or documents; 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; drill, rework or recomplete wells of any type; conduct or participate in secondary recovery operations; enter into agreements for pooling or unitization; 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;

13. acquire or retain any farm, ranch or forest property; engage in farm, ranch and forestry operations and the production, harvesting and marketing of farm, ranch and forest products, including livestock breeding and feeding and poultry and dairy farming, either by operating directly with hired labor, by retaining farm managers or management agencies, by renting on shares or for cash, by entering into logging contracts or selling standing timber, or in any other manner; enter into farm programs; purchase or rent farm, ranch and forest machinery and equipment, livestock, poultry, seed and feed; improve farm, ranch and forest property and repair, improve and construct farm buildings, fences and drainage facilities; and in general to do all things customary or desirable in farm, ranch and forest operations;

14. except as may be otherwise provided herein, determine whether and to what extent receipts and expenditures should be allocated to or charged against income or principal; and except as may be otherwise provided herein, the trustee is not required to adhere to the provisions of the applicable Principal and Income Act (but in no event shall any such allocation fundamentally depart from state law); establish out of income and credit to principal reasonable reserves for the depreciation or depletion of tangible personal properties; amortize premiums paid on the purchase of securities or other property; provided, however, that any capital gain dividends from investments in mutual funds, common trust funds or real estate investment trusts shall be deemed to constitute principal;

15. employ and pay reasonable compensation to such agents, brokers, advisors, trustees, custodians, depositories, 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), and execute any general or limited direction or power of attorney for any such employment or agency relationship; and such expenses shall not be charged against the compensation of the trustee;

16. vote, or refrain from voting, any corporate stock, equity or any other ownership interest in any corporation or other entity, either in person or by general or limited proxy, for any purpose, including (without limitation), the election of any trustee as a director of any such entity; exercise or sell any conversion privilege, warrant, option or subscription right with respect to any security; 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 entity, the securities of which may at any time form a part of the trust property; deposit any securities with or under the direction of a committee formed to protect such securities and consent to or participate in any action taken or recommended by such committee; pay all assessments, subscriptions and other sums of money that may seem expedient for the protection of the interest of the trust as the holder of such stocks, bonds or other securities; enter into an agreement making the trust liable for a pro rata share of the liabilities of any corporation that is being dissolved and in which stock is held, when, in the opinion of the trustee, such action is necessary or otherwise advisable to the plan of liquidation and dissolution of any such corporation; join in and vote for participation in or modification or cancellation of any restrictive purchase or retirement agreement relating to any partnership interest, corporate stock or any other interest in any type of entity held as a part of the trust property; join in the formation, amendment, extension or cancellation of any voting trust, voting agreement or any type of shareholder agreement;

17. cause any securities or other trust property to be issued, held or registered in any trustee's individual name, or in the name of a nominee, with or without disclosure of any fiduciary capacity, or in a form such that title will pass by delivery;

18. open margin accounts, discretionary accounts or any other type of account with brokerage firms, banks or others, and invest the trust property in, and conduct, maintain and operate, these accounts for the purchase, sale and exchange of stocks, bonds and other securities, and in connection therewith, borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating these accounts;

19. transfer the situs of the administration of the trust and/or the location of any trust property to another jurisdiction within or without the United States as often as the trustee deems it advantageous; and the trustee may take whatever action is necessary or desirable (including, without limitation, the commencement of an appropriate judicial proceeding) in order to effectuate such a transfer of trust situs administration or of the location of trust property; and if necessary for the transfer of the situs of the administration of a trust, the persons on the Hierarchy List empowered to establish a plan of trustees of the trust, or if none, the trustee may designate a person or corporate trustee to assume office as a co-trustee of that trust, and thereafter may act as adviser to such substitute trustee and may receive reasonable compensation for so acting;

20. open and maintain one or more savings accounts or checking accounts and rent safety deposit boxes or vaults, wherever located, within or without the United States, even if the bank or trust company at which the safety deposit box or vault is located is acting as trustee of such trust; deposit to the credit of such account or accounts all or any part of the trust property, irrespective of whether such property may earn interest; add to or remove some or all of the items placed in any safety deposit box or vault; withdraw a portion or all of such funds so deposited by check or other instrument signed by the trustee, or by such other person or persons as the trustee may authorize, and any such bank, company or association may 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 objection by any party concerned or interested in any way in the trust;

21. register or qualify any securities under the Securities Act of 1933, or any similar or applicable federal law, and register or qualify any such securities under any state securities law; enter into such agreements with underwriters and the corporation that issued any such securities as the trustee deems proper; make such representations and warranties, assume such obligations, and engage in such undertakings of indemnity and make such other arrangements concerning undertakings of indemnity, including the purchase of any insurance policies, as the trustee deems proper; create escrows, enter into custody agreements, and execute powers of attorney and any other instruments delegating authority and discretion to others; and do any and all other acts and things that the trustee deems necessary or advisable for the purpose of the sale, exchange, transfer, or other disposition of any securities;

22. retain, sell (in a public or private sale), hypothecate or otherwise dispose of any paintings, drawings, prints, pictures, photographs, statues, porcelain, silver, books, furniture and furnishings, and other art objects, antiques or collectibles received by the trustee; pay any storage charges, insurance premiums and costs of maintenance and preservation in connection therewith; and lend any such art objects, antiques or collectibles to any charitable organization, or exhibit them for or without rent or other consideration, on such terms as the trustee deems advisable;

23. allocate different kinds or disproportionate shares of trust property or undivided interests in trust property among beneficiaries of separate trusts and determine the value thereof; except as otherwise provided herein, make joint investments with other trusts and 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;

24. to the extent permitted by applicable law, at any time and from time to time, and subject to revocation at any time, delegate any of the authorities, discretions and powers to any persons and/or entities, such delegation and all revocations thereof to be evidenced by a duly acknowledged instrument delivered to the persons or entities to whom the delegation is made and filed with the trust records;

25. purchase, maintain and exercise all the rights, options, benefits and other incidents of ownership with respect to a policy of insurance of any kind upon the life of any person, and pay premiums for the purchase or maintenance of any such policy out of trust property; take such action, including the commencement of legal proceedings, to collect those proceeds of any such policy; provided, however, that no insurance company that has issued such a policy shall have any obligation to inquire into the terms of this Agreement or to see to the application of the proceeds and the benefits of such a policy; and, provided, further, that a receipt duly executed by the trustee and delivered to any such insurance company shall be effective to release the insurance company from any liability in connection with such policy; provided, further, that the trustee shall have no duty to maximize the earnings of the trust property by borrowing the cash value of any life insurance policy; provided, further, that except as may be expressly provided, the income of the trust may not be used to pay premiums on policies of insurance on my life;

26. divide the trust property equally or unequally into two or more separate shares or trusts for any purpose, each of which shall be administered and disposed of as a separate trust having terms identical to those of the trust from which it is created;

27. invest trust property in, and sell or otherwise dispose of, remainder interests, income interests, life estates, annuity interests and other terminable, term or future interests or similar types of limited interests in property; and make joint purchases and sales of any property or interests therein with any entity or person. In connection with transactions described in this paragraph, the trustee may, but need not, rely upon appraisals or representations of value as the trustee in its discretion may deem

appropriate, including, without limitation, appraisals rendered by professional appraisers, actuaries, accountants or opinions of counsel;

28. make or refrain from making any tax election; and

29. make any payment, receive any money, take any action and make, execute, deliver and receive any contract, deed, instrument or document, that the trustee may deem necessary or advisable to exercise any of the trustee's powers or to carry out any provisions contained herein; and in addition to the powers enumerated hereinabove, do all other acts that in the judgment of the trustee are necessary or desirable for the proper administration of the trust.

B. Fiduciary Compensation and Expenses. A corporate fiduciary's compensation shall be in accordance with the schedule of fees that the corporate fiduciary publishes and which is in effect at the time the services are rendered. I recognize that such compensation may exceed the compensation for such services allowed from time to time under applicable law. Any individual fiduciary shall be entitled to such compensation as is allowed under applicable law or as determined by the Cook Family Line to which the fiduciary belongs. To the extent a plan of trustees is inconsistent with any of the foregoing, the provisions of the plan shall control. The assumption of office by any successor individual fiduciary shall be conditioned on his acceptance of such compensation instead of the commissions or other compensation to which that fiduciary would otherwise be entitled. In addition to his compensation, a fiduciary shall be entitled to reimbursement for reasonable expenses incurred in connection with his services as a fiduciary.

C. Third Parties. No person or entity dealing with the trustee shall be obliged to inquire as to the powers of the trustee, or to see to the application of money or property delivered to the trustee, and the certificate of the trustee that the trustee is acting in compliance with this Agreement shall fully protect all persons and entities dealing with the trustee.

D. Exculpation from Bond. The trustee shall not be required to furnish a bond for the proper performance of the duties of the trustee as trustee of the trust, but if any such bond is nevertheless required by any law, statute or rule of court, no surety shall be required thereon, and I request that such bond be accepted in the lowest amount possible.

E. No Court Approval. The trustee shall not be required to obtain authority from or approval of any court in the exercise of any power conferred upon the trustee.

F. Powers, Duties, Limitations, Immunities and Liabilities of Successor Trustees. Wherever reference is made herein to the trustee, such reference shall include any and all successor trustees at any time acting as the trustee of a trust, and unless expressly provided in a plan, this Agreement or otherwise, each successor trustee shall be vested with all powers, duties, limitations and immunities as if originally named as trustee.

Successor trustees shall not be liable or responsible in any way for the acts or defaults of any predecessor trustee, nor for any loss or expense occasioned by any act by or omission of a predecessor trustee, and shall be liable only for his own acts and omissions with respect to trust property, 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 or entity beneficially interested in the trust by reason of so doing.

G. Broad Investment Authority. In exercising the investment powers conferred above, the trustee may (but is not directed to) acquire or continue to hold any property received by the trustee, even though not of a kind usually considered suitable for trustees to acquire or hold, or even though an investment may constitute a larger proportion of the trust than, but for this provision, would be appropriate, and irrespective of any risk, nonproductiveness, or lack of diversification. I intend to grant the trustee the broadest possible discretion in determining what constitutes an appropriate investment, acceptable level of risk and proper investment strategy, consistent with his fiduciary duties.

H. Merger of Corporate Fiduciary. If any corporate fiduciary is merged into or consolidated with or sells or transfers all or substantially all of its assets and business to another corporate fiduciary, or is in any manner reorganized or reincorporated, the surviving corporate fiduciary shall thereupon become the corporate fiduciary without any further act on the part of such corporate fiduciary.

I. Resignation of Fiduciary. Any person or entity acting in any fiduciary capacity hereunder with respect to the trust may resign at any time for any reason by duly acknowledged instrument delivered to each trustee of the trust, if any, and judicial approval shall not be required.

J. Incapacitated Fiduciary. If any person acting in any fiduciary capacity hereunder is or becomes incapacitated, then said person shall be deemed to have resigned in every capacity in which said person is acting as a fiduciary hereunder.

K. Multiple Fiduciaries. If more than one person or entity is acting in the same fiduciary capacity with respect to a trust:

1. *Meetings.* An annual meeting of the trustees shall be held on any date during the year as may be fixed by a majority of the trustees from time to time. Additional regular meetings of the trustees may be held at such time and place as may be fixed by a majority of the trustees. Special meetings of the trustees may be called by myself or any two trustees, and shall be held at such time and place as may be designated in the notice of such meeting. Members of the Cook Family Lines shall have the right to attend all meetings of the trustees.

2. *Notices.* Written notice of meetings of the trustees stating the place, date and hour of the meeting shall be given to each trustee and each member of the Cook Family Lines at least five (5) days prior to the date of such meeting. Attendance of a

trustee at any meeting shall constitute a waiver of notice of such meeting except where a trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purposes of, any meeting of the trustees need to be specified in the notice of such meeting.

3. *Quorum.* A majority of the trustees shall be necessary to constitute a quorum for the transaction of business at any meeting of the trustees.

4. *Informal Action By Trustees.* Any action which is required to be taken, or which may be taken, at a meeting of the trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the trustees then in office. Such consent shall have the same force and effect as a unanimous vote of the trustees.

5. *Majority Vote to Govern.* A decision made by a majority of the votes of the co-trustees who are qualified to vote on such decision shall control, without liability to any co-trustee who dissents in writing. For purposes of this paragraph, if only two (2) co-trustees are qualified to vote on a decision, such decision shall control only if both trustees vote in favor of the decision.

6. *Supervote Power.* In my capacity as trustee, I shall have the power to cast six votes. Any trustee other than myself shall have the power to cast one vote.

7. *Single Signatory.* Unless a co-fiduciary elects otherwise in writing, any one co-fiduciary 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 of the co-fiduciaries acting in the same capacity, and no person or entity dealing with the signing fiduciary shall be obliged to inquire as to the other co-fiduciary's acquiescence to such action.

L. *Releases of Fiduciary Powers.* A fiduciary of the trust may release or renounce, revocably or irrevocably, any or all powers granted hereunder at any time by a duly acknowledged instrument filed with the trust records, and, if so specified, that release or renunciation shall bind all successors acting in that fiduciary capacity.

M. *Trustee Rights and Powers With Respect to Environmental Matters.* The trustee shall possess the broadest possible rights and powers regarding trust property that presents or may present environmental concerns. To that end, the trustee may (1) maintain any real property in compliance with any environmental, health, or safety laws or regulations; (2) conduct environmental assessments, audits, inspections, and site monitoring; (3) take all appropriate remedial action to contain, clean up or remove any environmental condition including a spill, release, discharge or contamination; (4) institute legal proceedings concerning environmental conditions or contest or settle legal proceedings brought by any government agency concerned with environmental

compliance, or by a private litigant; and (5) employ and pay reasonable compensation to agents, consultants and legal counsel to assist or perform the powers granted in this Section. The trustee shall not be liable to any party interested in the trust, for any loss or depreciation in value of the trust property as a result of the trustee retaining any property on which there is discovered to be hazardous materials or substances requiring remedial action pursuant to any environmental law, unless the trustee contributed to that loss or depreciation through willful default or misconduct or gross negligence.

N. Conflicts of Interest. A trustee or an affiliate of a trustee shall not be prohibited in any respect from participating in, or from receiving compensation for participating in, any transaction with respect to and on behalf of any trust held under this Agreement due to its duty of loyalty or its duty to avoid conflicts of interest, and such duties are hereby waived for such purpose. By way of example and not limitation, the trustee is authorized, in its sole discretion, to enter into transactions with, and/or retain the services of, any trustee hereunder (including itself) or any affiliate of any trustee upon such terms and conditions as the trustee deems advisable, including, but not limited to, transactions or services in which the trustee or any affiliate thereof: (i) acts as a broker or dealer to execute security, insurance, real estate and any other transaction on behalf of any trust hereunder; (ii) purchases assets from or sells assets to any trust hereunder (including, but not limited to, contracts of insurance, securities, derivatives or other financial instruments); (iii) lends money to any trust hereunder; (iv) acts as the manager and/or has a carried interest, including investments managed by the trustee or any affiliate thereof or (v) engages in any other transaction (whether as an agent, as a principal, as a counterparty or in any other capacity) with, or renders any other services to, any trust hereunder. The trustee also is authorized, in its sole discretion, to invest in any money market deposit or similar account, in securities of the trustee or any affiliate thereof, or in one or more investment funds or Business Entities to which the trustee, or any affiliate thereof, renders services and receives compensation therefrom. In addition to receiving compensation for acting as trustee, each trustee and its affiliates providing services to the trust shall be entitled to compensation from the trust estate for such services as if such services were provided by unrelated entities and without any reduction in compensation because such trustee or affiliate is acting in more than one capacity. As used in this Section, "affiliates" of a trustee shall include any subsidiary of the trustee and any individual or entity associated or affiliated with the trustee or any of its subsidiaries.

ARTICLE X

SEVERABLE AND UNENFORCEABLE PROVISIONS

If any provision of this Agreement or the application of any such provision to any person or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances other than those for which it is determined to be invalid, illegal or unenforceable shall not be affected thereby and each other provision of this Agreement

shall be valid and shall be enforced to the fullest extent permitted by law. To the extent permitted by applicable law, the trustee and I waive all provisions of law that render any provision hereof invalid, illegal or unenforceable in any respect. The trustee may modify any provision determined to be invalid, illegal or unenforceable to the extent necessary to remedy such provision.

ARTICLE XI

INTERPRETIVE RULES

A. *Governing Law.* This Agreement shall be construed and administered, and the validity of each trust hereunder shall be determined, in accordance with the laws of the State of Illinois, without giving effect to its conflicts of law principles. The trustee may amend this Section and take any other action in order to change the jurisdiction whose law shall govern the construction, administration and validity of the trust, and to amend any other provision of this Agreement (including the Section titled "Trust as United States Person") solely for such purposes. The jurisdiction whose law governs the construction, administration and validity of the trust may, but need not, be the same as the situs of the administration of the trust.

B. *Effect of Divorce.* Notwithstanding any provision of this Agreement to the contrary:

1. In the event a descendant of mine or his or her spouse files a petition for legal separation or dissolution of marriage, such spouse, all descendants of such spouse's parents who are not my descendants and all spouses of such persons who are not descendants of my parents shall be deemed to have died intestate on the date of such filing for all purposes of this Agreement and all plans created by such persons in their individual, fiduciary and representative capacities shall be null and void; provided, however, that if court order(s) are issued dismissing all such petitions (whether filed by my descendant or his or her spouse) and my descendant accepts the dismissal of such petitions filed by his or her spouse by a duly acknowledged instrument, then all such persons shall no longer be deemed to have died intestate for all purposes of this Agreement and all plans created prior to the filing of such petitions by such persons in their individual, fiduciary and representative capacities shall no longer be null and void.

2. Notwithstanding the foregoing provisions of this Section to the contrary, a person who is deemed to have died pursuant to the foregoing provisions of this Section may nonetheless be subsequently designated to serve in any fiduciary capacity hereunder by a plan made or created subsequent to the date such person is otherwise deemed to have died pursuant to the foregoing provisions of this Section.

C. *Adoption.* A person adopted prior to his attaining the age of eighteen (18) years and the descendants of any such adopted person shall be treated 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.

D. *Pronouns*. As used herein, the pronouns "he," "she," "his," "hers," "him," "her," "it" and "its" shall include the masculine, feminine, neuter and plural thereof.

E. *Singular and Plural*. As used herein, the singular shall include the plural, and the plural shall include the singular, wherever the context and facts require such construction.

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

G. *Counterparts*. This Agreement may be executed in two or more counterparts, each to be deemed an original for all purposes and all together to constitute one and the same Agreement.

H. *Duly Acknowledged*. For purposes of this Agreement, an instrument shall be considered "duly acknowledged" if it is signed by its creator and, if required by applicable law for any purpose, acknowledged before a notary public as the creator's free act and deed.

I. *No Duty to Monitor*. The trustee shall have no duty to monitor the laws of other jurisdictions in order to determine whether the powers to change the situs or the jurisdiction whose law shall govern the construction, administration and validity of any trust hereunder should be exercised.

J. *Right to Information*. The fiduciaries hereunder shall provide me with any information that I may request from time to time concerning distributions and investments that have been made or proposed by such fiduciary.

ARTICLE XII

DEFINITIONS

A. *Business Entity*. As used herein, the term "Business Entity" shall include a corporation, partnership (general or limited), limited liability company, joint venture, sole proprietorship or other entity under the laws of any state or other jurisdiction.

B. *Charitable Organizations*. As used herein, the term "charitable organizations" shall mean those organizations described in Sections 170(c), 170(b)(1)(A), 2055(a) and 2522(a) of the Code.

C. *Code.* As used herein, the term "Code" shall mean the United States Internal Revenue Code of 1986, as amended, the regulations thereunder, or the corresponding provision of any subsequent federal tax law.

D. *Corporate Fiduciaries and Non-Corporate Fiduciaries.*

1. As used herein, the term "corporate trustee" shall refer to any bank, trust company or other legal entity (other than a person) authorized or not prohibited from serving as a trustee (by law or otherwise), regardless of the legal form of such entity. The term "non-corporate trustee" shall refer to a trustee of a trust that is a natural person.

2. As used herein, the term "corporate fiduciary" shall refer to any corporate trustee.

3. As used herein, the term "fiduciary" shall refer to any trustee.

E. *Descendants.* As used herein, the "descendants" of a person shall mean a descendant in any degree of consanguinity, including any descendants born at any time after the person's death.

F. *Incapacitated.* For purposes of this Agreement, a person shall be considered "incapacitated" if (1) such person is a minor or is under a legal disability (under the laws of such person's domicile), (2) such person has been certified in writing to be unable to manage his financial affairs by the principal physician attending to such person's care, and the trustee may rely upon written notice of that determination, (3) such person's whereabouts are unknown and a current beneficiary or remainderman of the trust has not been able to locate him for at least ninety (90) days or (4) such person is incarcerated and such incarceration has lasted for more than thirty (30) consecutive days.

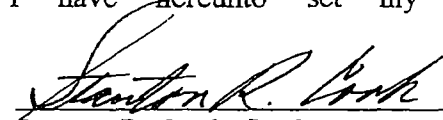
G. *Person.* As used herein, the term "person" shall only mean a natural person.

H. *Plan.* Except where the context indicates otherwise, as used herein, the term "plan" shall refer to a plan of trustees.

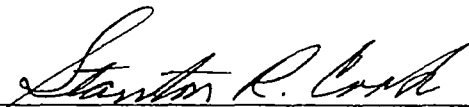
I. *Trust Property.* All references herein to "trust property" or "property of a trust" shall include the net income and principal of such trust, real and personal, which includes all the property received initially by the trustee with respect to any trust, all additions

thereto received by the trustee from any other source, all investments and reinvestments of such property or such additions thereto, and all accrued or unpaid income of such trust.

IN WITNESS WHEREOF, I have hereunto set my hand on
March 7, 2006.


Stanton R. Cook, Settlor

The undersigned acknowledges receipt of and accepts the foregoing restatement as of the date and year last above written.


Stanton R. Cook, Trustee

The undersigned hereby accept the trusteeship hereof and agree to hold and administer the trust property pursuant to the terms and provisions of the foregoing restatement, all as of the day and year last above written.

Douglas M. Cook, Trustee

Nancy A. Cook, Trustee

David W. Cook, Trustee

Sarah C. Shumway, Trustee

Scott R. Cook, Trustee

thereto received by the trustee from any other source, all investments and reinvestments of such property or such additions thereto, and all accrued or unpaid income of such trust.

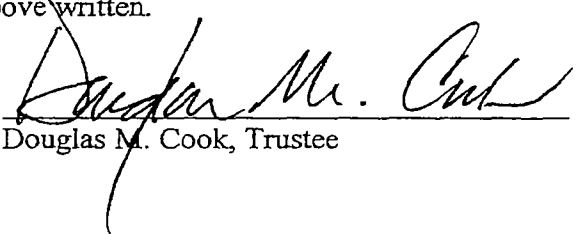
IN WITNESS WHEREOF, I have hereunto set my hand on
March 2, 2006.

Stanton R. Cook, Settlor

The undersigned acknowledges receipt of and accepts the foregoing restatement as of the date and year last above written.

Stanton R. Cook, Trustee

The undersigned hereby accept the trusteeship hereof and agree to hold and administer the trust property pursuant to the terms and provisions of the foregoing restatement, all as of the day and year last above written.



Douglas M. Cook, Trustee

Nancy A. Cook, Trustee

David W. Cook, Trustee

Sarah C. Shumway, Trustee

Scott R. Cook, Trustee

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IN WITNESS WHEREOF, I have hereunto set my hand on _____, 2006.

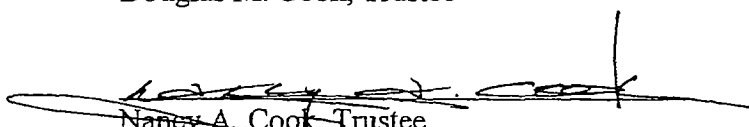
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Nancy A. Cook, Trustee



David W. Cook, Trustee

Sarah C. Shumway, Trustee

Scott R. Cook, Trustee

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IN WITNESS WHEREOF, I have hereunto set my hand on _____, 2006.

Stanton R. Cook, Settlor

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Stanton R. Cook, Trustee

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Douglas M. Cook, Trustee

Nancy A. Cook, Trustee

David W. Cook, Trustee


Sarah C. Shumway, Trustee

Scott R. Cook, Trustee

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IN WITNESS WHEREOF, I have hereunto set my hand on _____, 2006.

Stanton R. Cook, Settlor

The undersigned acknowledges receipt of and accepts the foregoing restatement as of the date and year last above written.

Stanton R. Cook, Trustee

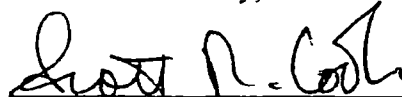
The undersigned hereby accept the trusteeship hereof and agree to hold and administer the trust property pursuant to the terms and provisions of the foregoing restatement, all as of the day and year last above written.

Douglas M. Cook, Trustee

Nancy A. Cook, Trustee

David W. Cook, Trustee

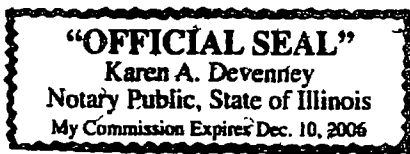
Sarah C. Shumway, Trustee



Scott R. Cook, Trustee

STATE OF ILLINOIS)
COUNTY OF COOK) ss

Subscribed, sworn to and acknowledged before me by Stanton R. Cook,
the settlor, on MARCH 7, 2006.



Karen A. Devenney
Notary Public

My commission expires: 12-10-06

We hereby certify that the foregoing Restatement on the date thereof was signed by Stanton R. Cook in our presence, who, at his request and in his presence and in the presence of each other, have subscribed our names below as witnesses thereto, believing Stanton R. Cook at the time of so signing to be of sound mind and memory.

SIGNATURES OF WITNESSES:

ADDRESSES OF WITNESSES:

Mary L. Kaczmarek
Signature

Mary L. Kaczmarek
Name (Print)
1618 N. Oakley Ave #3N
Street Address
Chicago, IL 60647
City/State/Zip Code

Karen A. Devenney
Signature

Karen A. Devenney
Name (Print)
4143 S.W. Hwy
Street Address
Homewood, IL 60450
City/State/Zip Code

Emily Ruszczyk
Signature

Emily Ruszczyk
Name (Print)
5036 S. Knox
Street Address
Chicago, IL 60632
City/State/Zip Code

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