Dated 9-19-95

SECOND

RESTATEMENT

OF

JAMES R. LOWENSTINE

TRUST DATED AUGUST 17, 1981

TO: JAMES R. LOWENSTINE, as trustee of the JAMES R. LOWENSTINE TRUST DATED AUGUST 17, 1981, as restated in its entirety on January 31, 1989 and as subsequently amended on September 18, 1989, September 10, 1991, January 16, 1992, March 10, 1992, October 22, 1992, November 3, 1992, April 23, 1993 and September 27, 1994.

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Under the terms of Article VII of the declaration of trust identified above, as restated and amended, I reserved the right to amend or revoke that declaration of trust from time to time, in whole or in part, by written instrument filed with the trust records. I have previously exercised that right and now again desire to amend further that declaration of trust, as restated and amended, in many particulars and believe that the amendments will be better understood if the entire declaration of trust, as restated and amended, is again restated (except for the introductory paragraph appearing immediately before Article I and any schedules attached thereto). Accordingly, in exercise of the right reserved to me, I amend that declaration of trust, as restated and amended, by substituting for it and all prior amendments this amending instrument which sets forth all of the terms and conditions relating to the administration, investment, and distribution of the property now and from time to time hereafter held under that declaration of trust ("trust principal") and the income thereof after this date.

ARTICLE I

This instrument and the initial trust, as from time to time amended, may be designated the "JAMES R. LOWENSTINE TRUST DATED AUGUST 17, 1981."

ARTICLE II

Commencing as of the date of this instrument and during my life, the trustee shall administer the trust principal and the net income thereof as follows:

A. The trustee shall distribute to me or apply for my benefit such amounts of the net income and principal of the trust, even to the extent of exhausting principal, as the trustee believes desirable from time to time for my health, support in reasonable comfort, best interests, and welfare, considering all circumstances and factors deemed pertinent by the trustee. Any undistributed net income shall be accumulated and added from time to time as determined by the trustee to principal.

B. In addition to distributions under paragraph A of this Article, the trustee shall distribute to me or others such amounts of net income and principal as I, if legally competent, may from time to time direct in writing.

ARTICLE III

As of the date of my death, the trustees shall make the allocations and distributions from trust principal (including property to which the trustees may be entitled under my will or from any other source) set forth in the following Articles of this instrument.

ARTICLE IV

A. I make the following gifts of cash to the following individuals who survive me:

1. BARBARA BAILEY, my secretary, if she is employed by CENTRAL STEEL & WIRE COMPANY, a Delaware corporation ("CENTRAL STEEL"), at my death, fifty thousand dollars ($50,000);

2. SVETLANA LAMBRINO, of Chicago, Illinois, five thousand dollars ($5,000);

3. VIRGINIA LEE, of Phoenix, Arizona, five thousand dollars ($5,000);

4. LAURA MOSS, of Land O'Lakes, Wisconsin, five thousand dollars ($5,000);

5. JOHN T. NEVIN, if he is employed by CENTRAL STEEL at my death, fifty thousand dollars ($50,000);

6. TROY POOL, of Phoenix, Arizona, five thousand dollars ($5,000);

7. EDNA SCHWARZEL, of Chicago, Illinois, ten thousand dollars ($10,000); and

8. ELSBETH TOMANEK, of Chicago, Illinois, five thousand dollars ($5,000).

B. I give to the RUSH MEDICAL COLLEGE of RUSH UNIVERSITY, located in Chicago, Illinois ("RUSH MEDICAL COLLEGE"), if it is then a charitable organization (as defined in paragraph R of Article VI of this instrument) and is then affiliated with RUSH-PRESBYTERIAN ST. LUKE'S MEDICAL CENTER ("MEDICAL CENTER"), the sum which is necessary to complete the endowment of the professorship named for me which I partially funded during my lifetime. Said sum shall be the amount which, when added to all gifts made by me during my lifetime toward completion of that endowment, will total one million dollars ($1,000,000).

C. I give to the CULVER EDUCATIONAL FOUNDATION ("FOUNDATION"), if it agrees to the restrictions set forth in paragraph N of Article VI of this instrument and is then a charitable organization, for use in the operation of the CULVER MILITARY ACADEMY, located at Culver, Indiana ("ACADEMY"), all interests (as owner, lessee, shareholder, trust beneficiary, partner, or otherwise) that I may own at my death in any oil or gas property or rights, or any such interest or property relating directly or indirectly to the exploration, drilling, mining, developing, producing, processing, treatment, storage, transportation or marketing of such oil or gas property or rights, except to the extent such interests, property or rights may arise in connection with any of my properties

in Vilas County, Wisconsin, Cook County, Illinois, or Maricopa County, Arizona; provided, however, that if the FOUNDATION does not agree to those restrictions or is not then a charitable organization, I give all such interests to the RUSH MEDICAL COLLEGE, if it is then a charitable organization and is then affiliated with the MEDICAL CENTER, for its general charitable purposes or, if it is not then a charitable organization or is not then so affiliated, to such one or more charitable organizations as the trustees, in their sole discretion, may select.

D. As soon after my death as five Individual Trustees are acting as trustees hereunder, I give from my collections to each Individual Trustee then acting and also to each of up to a total of three additional friends or business associates selected by all of the Individual Trustees then acting, the following:

1. one rifle;
2. one pistol;
3. one shotgun; and
4. one camera;

provided, however, that said selections shall be made in a manner that the Individual Trustees shall agree; that the aggregate value of all such selections, as appraised as of the date of my death, shall not exceed the sum of four hundred thousand dollars ($400,000); and that no such selection shall be made from my antique Colt collection, which I direct the trustees to sell as a complete set.

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ARTICLE V

A. The property comprising my summer home, known as "Lowenwood," consists of acreage of lake frontage, forest and other lands located near Land O' Lakes, Vilas County, Wisconsin. I have established a fenced in burial plot there, which is called "Long Hunt Cemetery," being approximately 25 feet by 25 feet, situated on a knoll approximately 100 yards southeast of Lonewood Lake and at the end of a path running approximately 100 feet north from a road lying between Lonewood Lake and Little Donahue Lake in Government Lot 4, Section 30, Township 43 North, Range 10 East ("Wisconsin burial plot"). It is my desire that I be interred in the Wisconsin burial plot next to my late wife, ELAINE A. LOWENSTINE. Regardless of the final disposition of my remains, it is my desire

that the Wisconsin burial plot and the Lowenstine Mausoleum, in Valparaiso, Indiana ("Lowenstine Mausoleum"), be properly maintained. I therefore direct that the trustees set aside the Wisconsin burial plot and one hundred thousand dollars ($100,000) in a separate trust ("Cemetery Trust") to be administered as provided in paragraph B of this Article. To the extent possible, interests in CENTRAL STEEL, or any successor to it by merger, consolidation, purchase of assets or otherwise, shall not be allocated to the Cemetery Trust.

B. The Cemetery Trust, if any, established under paragraph A of this Article, shall be administered as follows:

1. The trustees shall use so much of the net income of the Cemetery Trust as may be required from time to time: (a) to keep the fence surrounding the Wisconsin burial plot and the gravestones therein in good repair and to replace them when required, and to maintain the plot in a neat and attractive condition; and (b) to keep the Lowenstine Mausoleum in a neat and attractive condition irrespective of the fact that my late wife and I are interred in the Wisconsin burial plot.

2. Any net income not required for the purposes set forth in subparagraph 1 of this paragraph shall, from time to time, as the trustees may determine, be accumulated and added to principal or distributed to the trustees of the Conserve School Trust established under Article VI of this instrument, to be added to and disposed of as a part thereof, if such trust is then in existence, otherwise to the FOUNDATION, if it agrees to the restrictions set forth in paragraph N of Article VI of this instrument and is then a charitable organization, for use in the operation of the ACADEMY, or if it does not agree to those restrictions or is not then a charitable organization, to the RUSH MEDICAL COLLEGE, if it is then a charitable organization and is then affiliated with the MEDICAL CENTER, for its general charitable purposes, or if it is not then a charitable organization or is not then so affiliated, to such one or more charitable organizations as the trustees, in their sole discretion, may select.

3. The foregoing provisions for the use of funds for the Wisconsin burial plot and the Lowenstine Mausoleum are, as of the date of this instrument, legal and valid trust provisions under the laws of the State of Wisconsin, where the burial plot is located, and the laws of the State of Illinois, where I am domiciled.

However, if at any time it should be determined that such provisions are invalid or illegal under the appropriate laws governing the Cemetery Trust, then they shall be considered precatory only and the trustees may dispose of the trust principal in the same manner as trust income which is not accumulated, as set forth in subparagraph 2 of this paragraph. In no event shall the provisions of the Cemetery Trust affect the validity of other provisions of this instrument and the Cemetery Trust shall not be established or shall be terminated to the extent necessary to ensure the validity and enforceability of such other provisions.

ARTICLE VI

The trustees shall retain the balance of the trust principal in a separate trust called the "Conserve School Trust." Commencing as of the date of my death and for as long as the Conserve School Trust is in existence, the trust principal and the net income thereon shall be administered as follows:

A. Except as otherwise provided, the trustees shall, at any time and from time to time as the trustees decide, use part or all of the net income of the Conserve School Trust to defray the costs incurred in the operation of a school called the "Conserve School." The Conserve School shall be nonsectarian. Any income not otherwise expended shall be added to the principal of the Conserve School Trust as the trustees from time to time shall decide.

B. Part of the property passing to the Conserve School Trust will be Lowenwood. As soon after my death as is reasonably possible, and from time to time thereafter, the trustees may also use net income and principal of the Conserve School Trust: (1) to remodel or enlarge the buildings and improvements located on Lowenwood in order to adapt them for use as student dormitories, faculty housing, classrooms, facilities for preparing and serving food to students and faculty, and for other purposes in connection with the establishment of the Conserve School; (2) to erect additional facilities for such purposes, if necessary; (3) to acquire additional land to enlarge or round out the grounds in order to provide additional lake frontage or areas for outdoor instruction, all as herein provided; (4) to properly maintain all such facilities and grounds as herein provided; (5) to acquire such equipment as the trustees deem reasonably necessary for operating the school; (6)

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to employ as superintendent of the Conserve School a conservative, nonsectarian, experienced professional with academic and business qualifications; (7) to employ suitable faculty; (8) to prescribe a school curriculum which must include instruction in reading, writing and arithmetic and shall comply as nearly as the trustees deem practicable with the requirements set by school officials of the State of Wisconsin and which also shall, to the extent the trustees deem practicable, include nature study (and in particular the study of the ecology of unspoiled forest and lake areas such as Lowenwood), instruction in outdoor sports including skiing, use of snow shoes, archery, ice skating, target practice, swimming, fishing, boating, camping, sledding, methods of survival in unexplored areas, and other outdoor activities; (9) to maintain dogs and other pets at Conserve School so that students may be educated in the proper training, care and habits of animals; and (10) to open the school for the regular enrollment of students beginning with the seventh grade, and extending, in the discretion of the trustees, through high school.

C. The trustees also may use the net income and principal of the Conserve School Trust to provide and maintain a suitable museum and library building or buildings at the school, and to install therein hunting and fishing trophies of animals, birds and fish, and other items such as photographs, films and books which the trustees wish to retain, so that such trophies and other items may be suitably preserved and attractively displayed for the enjoyment of, or observation and study by, the Conserve School students. I direct that the trustees provide suitable temporary storage for said trophies and other items, if it becomes advisable to do so, until such museum building or buildings can be erected and said trophies and other items installed therein. The trustees may use such portion of the net income from the Conserve School Trust as they deem appropriate for the storage, packing, shipping, installation, preservation, and display of said trophies and other items. I authorize the trustees to retain a competent taxidermist to supervise these activities. I further direct that the above-mentioned building or buildings be erected as soon as practicable in order to keep storage costs at a minimum.

D. In making any expenditures out of trust principal, economies must be practiced and the trustees must first determine that there is a reasonable expectation that the trust principal would not be depleted to the extent that its

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earnings, plus any federal, state or local government grants or assistance, or gifts, grants, bequests or donations from others (which the trustees are hereby authorized to solicit, accept and administer), would be insufficient to continue the operation of the Conserve School and the upkeep and maintenance of the lands and buildings as herein provided.

E. If any other property or funds are acquired by the trustees from any party or governmental agency by grant, gift, devise or bequest, the trustees may accept such property or funds so long as such grant, gift, devise or bequest is made without restriction or pursuant to requirements that the same be used for substantially the same purposes as herein set forth. Further, such property or funds may be held and administered together with the Conserve School Trust as a single trust or as a separate trust.

F. The trustees may cooperate with, or act independently of, any one or more of such lay or religious organizations, school authorities or social agencies as may sponsor students for enrollment at the Conserve School. However, although such organizations, authorities or agencies may be permitted to contribute to the cost of sponsoring students for enrollment at the Conserve School, no such organizations, authorities or agencies shall be given power to physically maintain the school or its grounds, to control the manner in which the school is operated, or to act in any other way, except with respect to assisting the trustees in the selection of students for the school and giving counsel and advice with respect to its operation.

G. It is my desire that the trustees take a strong interest in the employment and retention of administrative, teaching and other personnel of the Conserve School, although the day to day management of the school shall be the responsibility of the professional superintendent hired by and acting under the direction of the trustees.

H. I direct that students admitted to the Conserve School be persons deemed by the trustees to be honest, of good moral character, mentally alert, and in good health. Such students may include those who, because of lack of funds, might not otherwise be able to afford the benefits of instruction at an institution such as the Conserve School, and may also include those whose lack of material advantages is such that they would receive more than normal benefits from

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instruction in the open air environment to be provided for the school. The trustees may formulate, modify from time to time, and enforce reasonable rules and standards to be uniformly and impartially applied in making such selection, but in all events such selection shall always be made so that no private benefit will inure, directly or indirectly, to the trustees, and so that the school always will be maintained and operated for the public good and in accordance with the foregoing provisions. The trustees are authorized to establish scholarship funds for students, if sufficient funds are available.

I. In order that the students may be given an opportunity to study birds, fish, animals and other wildlife in their natural setting, and be afforded the benefits of outdoor education in an open and uncrowded area, I direct that the school grounds be maintained so that their natural beauty and wildlife will not be harmed; the grounds be afforded proper fire protection; the grounds and woods and lakes be kept free of rubbish, refuse and pollution; the buildings and improvements be kept neat, clean and maintained according to the highest standards of care; the woods and forest lands be preserved in their natural state and not be cut or logged except as is necessary to preserve them in their natural state; the grounds be preserved in their natural state to the extent possible; some considerable areas of the grounds be left free of all buildings, equipment or other improvements so that students may enjoy the quiet of a natural forest; and to the extent the trustees believe it to be practical and advisable, no part of the lands herein given to or hereafter acquired by the trustees be sold, leased, or otherwise disposed of or exploited for any commercial purpose not benefiting Conserve School, but shall be maintained for the educational purposes hereinabove set forth.

J. It is my hope that some students may be instructed or trained at the Conserve School so as to prepare them for or incline them toward ultimate employment in some activity related to the preservation and use of forests, lakes and streams for public recreation without spoliation, and in the general science of the conservation of natural resources.

K. I further request that if, after due consideration, the trustees deem it feasible, students who are enrolled in public or other private schools may be permitted to enroll in the Conserve School to receive tutorial instruction after

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such students' regular school hours or on Saturdays and school holidays, and during summer vacations.

L. I intend that the Conserve School Trust qualify as a charitable organization for purposes of sections 170, 501, 2055 and 2522 of the Internal Revenue Code of 1986, as from time to time amended (the "Code"). I also intend that the Conserve School Trust not be considered a private foundation for purposes of Section 509 and Chapter 42 of the Code. Any provision of this instrument inconsistent with these intentions shall not be given effect, and the trustees shall have the power, which is hereby specifically given to them, to amend the terms of this trust for the sole purpose of complying with the requirements of the Code and the rulings and regulations thereunder, and any such amendment shall apply retroactively to the date of my death.

M. I direct the trustees to take all steps reasonably deemed necessary to achieve recognition of charitable status and non-private foundation status as provided in paragraph L of this Article. If, however, after all reasonable efforts have been made toward achieving such recognition, an adverse determination is made by the Internal Revenue Service and the trustees exhaust such avenues of appeal which appear to the trustees, in their discretion, to present a reasonable chance of reversing such adverse determination, or, if for any other reason the trustees determine at any time that it is legally impossible or otherwise impractical to operate the Conserve School, then:

1. The trustees shall arrange for and effect the sale of all securities of CENTRAL STEEL in a manner deemed by the trustees to present a fair and reasonable return on the investment and also taking into consideration the best interests of the other shareholders and employees of CENTRAL STEEL. Although I realize it may be advantageous to sell the trust's interest as a single block to an organization knowledgeable in the steel industry, I nonetheless direct that the trustees not sell the trust's interest as a single block unless the trustees believe, in their sole discretion, that a block sale is the only practicable way to sell the trust's interest at an aggregate price that is within the range of fair market values for such securities, determined by the trustees in good faith. This limitation on selling the trust's interest as a single block shall not apply to any sale to CENTRAL STEEL,

to the Central Steel Profit Sharing Trust or Retirement Trust, to any Employee Stock Ownership Plan, or to any similar entities then existing.

(a) In the event a sale becomes necessary under this paragraph, I direct that the trustees attempt to sell as many or all of the securities of CENTRAL STEEL to the following persons or entities in the order named:

(i) To CENTRAL STEEL or to the Central Steel Profit Sharing Trust or Retirement Trust, to any Employee Stock Ownership Plan, or to any similar entities then existing;

(ii) To the then other shareholders of CENTRAL STEEL, with each such shareholder being able to purchase any number of shares of CENTRAL STEEL that does not exceed the number of such shares that is proportionate to the percentage ownership of that shareholder in the total number of shares of CENTRAL STEEL then owned by all such other shareholders; provided, however, that if any other shareholder has not fully exercised that shareholder's right to purchase shares of CENTRAL STEEL under this paragraph so that some shares of CENTRAL STEEL remain, then the trustees shall permit those shareholders who did fully exercise their rights hereunder to purchase the remaining shares of CENTRAL STEEL in such proportions as the trustees, in their sole discretion, believe fair with a view towards spreading ownership of the shares as widely as possible;

(iii) To the then employees of CENTRAL STEEL, in such manner and on such terms as the trustees shall determine, with a view towards spreading ownership of the shares as widely as possible; provided, however, that it is my request that the trustees attempt to sell such shares in a manner that permits all of the employees of CENTRAL STEEL to have, to the extent possible, an equal opportunity to purchase such shares; and

(iv) To such other persons or entities as the trustees shall determine.

(b) Notwithstanding the provisions of subclauses (ii), (iii), or (iv) of clause (a) of this subparagraph, the trustees should use their best efforts to ensure that a sale of CENTRAL STEEL securities to a person or entity under any of those subclauses does not result, and shall not be obligated to sell to any person or entity to the extent such sale would result, in any such person or entity (considered

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together with all persons or entities directly, or in indirectly through one or more intermediaries, controlling, controlled by, or under common control with, such person or entity) having in excess of 5% of the voting power of CENTRAL STEEL. This restriction shall not apply to the entities identified in subclause (i) of clause (a) of this subparagraph.

2. As soon as reasonably practicable following the losing of the final sale of securities of CENTRAL STEEL pursuant to subparagraph 1 of this paragraph ("Final Sale"), the trustees shall distribute two million dollars ($2,000,000) to the RUSH MEDICAL COLLEGE, if it is then a charitable organization and is then affiliated with the MEDICAL CENTER, for the endowment of one or more faculty positions (these being in addition to the position established by me during my life and the funding of which is to be completed at my death), each to be known as the JAMES R. LOWENSTINE PROFESSORSHIP.

3. It is my desire that Lowenwood be used for educational purposes generally as set forth herein, if possible, and, if not, that it at least be preserved in its natural state and used exclusively for charitable purposes in perpetuity. Accordingly, any remaining portion of Lowenwood and the remainder of all other assets of the trust, including any amount not effectively disposed of in subparagraph 2 of this paragraph, shall be distributed as follows:

(a) (i) First, to the FOUNDATION, if it is then a charitable organization and agrees to the restrictions set forth in paragraph N of this Article, for use in the operation of the ACADEMY, provided that the FOUNDATION enters into the agreement described in clause (b) of this subparagraph; (ii) if the FOUNDATION is not then a charitable organization, does not agree to the restrictions set forth in paragraph N of this Article, or does not enter into the agreement described in clause (b) of this subparagraph within two years following the Final Sale, to such other charitable organization as the trustees shall select, provided that such organization enters into the agreement described in clause (b) of this subparagraph within four years following the Final Sale; or, (iii) if no such organization enters into such agreement within four years following the Final Sale, to RUSH MEDICAL COLLEGE, if it is then a charitable organization and is then affiliated with the MEDICAL CENTER, for its permanent endowment, or, if it is

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not then a charitable organization or is not then so affiliated, to such other charitable organization as the trustees, in their sole discretion, shall select, without any special conditions.

(b) As a condition to receiving any remaining portion of Lowenwood and the remainder of all other assets of the trust pursuant to subclauses (i) and (ii) of clause (a) of this subparagraph, the FOUNDATION or other recipient organization, as the case may be, shall first enter into a written agreement with the trustees that it shall: (1) leave the remaining portion of Lowenwood in its natural state in perpetuity and not sell, lease (except in connection with carrying out the purposes described herein) or subdivide Lowenwood or otherwise alter its character as it existed at the Final Sale; (2) use the remaining portion of Lowenwood, preferably for the operation of a school generally meeting the provisions set forth in this instrument for the operation of the Conserve School, or, if that is not practicable, then in conjunction with its charitable purposes (and not for entertainment or personal purposes), with consideration given to outdoor activities with an educational focus on the use and preservation of forest, lakes and streams for public use without spoliation and conservation of natural resources; (3) establish a separate fund ("Lowenwood Fund"), the income and, if necessary the principal, of which is to be used for the preservation, maintenance, improvement and operations of Lowenwood (including, if appropriate, the erection of a museum or other buildings or facilities); and (4) pay into the Lowenwood Fund the sum of one million dollars, as adjusted by the CPI adjustment (as defined later in this paragraph), not later than April 30th of each year, beginning with the calendar year following receipt of Lowenwood by the recipient organization, from the income, and if necessary the principal, of the remainder of all other assets of the trust; provided, however, that no such payment shall be required in any year to the extent that the amount of such payment, when added to the total value of the Lowenwood Fund as of the last day of the immediately preceding year, would exceed the sum of twenty million dollars, as adjusted by the CPI adjustment; and provided further that, from time to time if the recipient organization determines in its best judgement that sufficient expenditures from the Lowenwood Fund have been made to ensure that Lowenwood is well maintained and is being put to good use for the purposes described herein,

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and accordingly that excess funds are not currently needed for such purposes, it may, but need not, in any year transfer from the Lowenwood Fund to its general operating or other funds the amount by which the value of the Lowenwood Fund as of the last day of the immediately preceding year exceeded the sum of twenty-five million dollars, as adjusted by the CPI adjustment. The balance of the income and principal of the other assets may be used for the recipient organization's general charitable purposes as long as the recipient will be able to meet its continuing obligations to Lowenwood. Each of the one million dollar, twenty million dollar and twenty-five million dollar amounts described in this subparagraph shall be adjusted in each year by multiplying it by the CPI adjustment, which shall be calculated as the quotient obtained by dividing (i) the Consumer Price Index -- All Urban Consumers (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor, or a comparable index if that index is no longer published ("CPI-U"), for the City of Chicago, for the month of December, 1994 by (ii) the corresponding CPI-U number for the City of Chicago for the month of December of the year immediately preceding the year of such adjustment.

(c) In the event funds distributed under this subparagraph are used to erect a building or other permanent structure or to endow a professorship or other faculty position, I request that such building, structure, or endowment be named in my memory.

N. The distributions, if any, to the FOUNDATION provided for in paragraph C of Article IV of this instrument, subparagraph 2 of paragraph B of Article V of this instrument, or clause (a) of subparagraph 3 of paragraph M of this Article shall be made only if the governing body of the ACADEMY complies with the following requirements:

1. Within ninety days after receipt of notice of its conditional right to a distribution under such provision, the governing body of the ACADEMY agrees in writing with the trustees that, from the date of any such distribution and in perpetuity thereafter, the governing body of the ACADEMY shall never contain at any one time more than three descendants of HENRY HARRISON CULVER and those descendants shall never constitute more than forty-nine percent of the governing body or control over forty-nine percent of the vote;

2. Within one year after agreeing to the conditions set forth in subparagraph 1 of this paragraph, the governing body of the ACADEMY takes all necessary steps, such as, for example, amending its Articles of Incorporation or its By-laws, to implement the agreement described in subparagraph 1 of this paragraph and furnishes proof of such implementation to the satisfaction of the trustees; and

3. As used in this instrument, the term "governing body" means that body of individuals which has the ultimate responsibility for (i) managing the property, business, and affairs of the ACADEMY and (ii) determining the policy for the ACADEMY and its implementation, be it the governing body of the FOUNDATION or some other body. The trustees shall decide which body is the governing body of the ACADEMY.

O. If the proof referred to in subparagraph 2 of paragraph N of this Article is not provided to the satisfaction of the trustees within one year after the conditions set forth in subparagraph 1 of paragraph N of this Article are agreed to, then the distribution to the FOUNDATION shall fail, and the distribution shall occur as if the FOUNDATION was not then a charitable organization.

P. I have imposed the requirements set forth in paragraph N of this Article because it is my strong belief that the ACADEMY will best fulfill its educational purposes if its governing body contains members representing a broad diversity of views rather than the views of any one particular family.

Q. I request, to the extent that it is consistent with sound business practice, that the FOUNDATION invest any cash received under subparagraph 2 of paragraph B of Article V of this instrument, or clause (a) of subparagraph 3 of paragraph M of this Article in United States Treasury bills and notes and not in certificates of deposit, bonds, common stocks or other investments, it being my desire and intention above all else that trust assets be protected and not invested in assets that could involve a real risk of a loss of principal.

R. For all purposes of this instrument, the term "charitable organization" means any organization organized or incorporated primarily for educational purposes and operating in a manner and with goals similar to the manner of operation and goals that the ACADEMY has on the date of this instrument and not operated for pecuniary profit which at the time of actual

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distribution to such organization: (i) is an organization described in sections 170, 501, 2055 and 2522 of the Code; (ii) is an organization created under the laws of the State of Illinois or of any other state of the United States of America having estate and inheritance tax laws which exempt charitable organizations from taxation; (iii) is not in violation of section 507(c) of the Code; and (iv) is not in receipt of notice from the Internal Revenue Service that a violation of any one or more of sections 4941 through 4945, inclusive, of the Code has occurred.

S. In no event, and under no circumstances, shall any part of the assets of the Conserve School Trust, whether principal, income accumulations, or earnings, be distributed or inure to, or be administered for the benefit of:

1. Any of the trustees or their successors in trust, heirs or personal representatives (except with respect to reimbursement and compensation as hereinafter provided);

2. Any corporation, association or trust, unless that entity is organized and operated not-for-profit and exclusively for educational purposes; or

3. The United States, or any state, territory or political subdivision thereof, or the District of Columbia, unless for one or more exclusively public purposes.

T. No part of the assets of the Conserve School Trust shall be used to carry on propaganda or to otherwise attempt to influence legislation or to advocate or aid in any way the overthrow of the Government of the United States, or to participate in or intervene in any political campaign on behalf of any candidate for public office; and amounts accumulated out of income from year to year shall not be unreasonable in amount or invested in any manner which would jeopardize the purposes for which this trust is created.

U. Despite any other provisions of this instrument during any period of time in which the Conserve School Trust is deemed a private foundation, the trustees shall not, in the management, investment or distribution of the trust: (i) engage in any act of self-dealing as defined in Code Section 4941(d); (ii) retain any excess business holdings as defined in Code Section 4943(c) which would be subject to tax under Code Section 4943; (iii) acquire or retain any investments which would subject the trust to tax under Code Section 4944; or (iv) make any taxable

expenditures as defined in Code Section 4945(d), and to the extent required, the trustees shall distribute trust principal at such time or times in such manner as not to subject the trust to tax under Code Section 4942.

V. If at any time or times the trustees determine that it would be advisable to operate in corporate form, the trustees may form a not-for-profit corporation, under the laws of the United States or any political subdivision thereof, which qualifies as a charitable organization for purposes of Sections 170, 501, 2055 and 2522 of the Code and transfer such amounts of the income and principal of the trust property to such organization as the trustees determine; provided, however, that under no circumstances pursuant to the formation of such corporation shall this trust terminate or lose its charitable status, and accordingly I direct the trustees to retain at least $100 of trust principal in such event. The following shall apply to any organization created pursuant to this paragraph:

1. The trustees on behalf of such corporation shall adopt such charter, articles, by-laws and other instruments for the organization and operation of the corporation (the "governing instruments") as are consistent with the provisions and intent of this instrument.

2. The governing instruments of the corporation shall provide that the trustees, in their capacity as trustees hereunder and acting pursuant to the provisions and intent of this instrument, shall have the controlling votes with respect to all aspects of the operation and administration of the corporation. The trustees are hereby prohibited from at any time relinquishing such control.

3. The trustees, while acting on behalf of the corporation, shall be bound by the provisions and intent of this instrument. If for any reason, the trustees while acting on behalf of the corporation are unable to fulfill their duties hereunder, then the trustees shall terminate the corporation and make a terminating distribution of all the corporation's assets to the trust.

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ARTICLE VII

A. As used in this instrument, the term "Corporate Trustee" shall mean any corporation which may be acting as a trustee hereunder; the term "Individual Trustee" shall mean any natural person who may be acting as a trustee

hereunder; and the term "Central Steel Director" shall mean any individual serving from time to time as a member of the board of directors of CENTRAL STEEL.

B. All trusts under this instrument shall have and continue to have the same trustees. Any trustee may resign by written notice of resignation delivered to the other trustees hereunder; provided, however, that if any trustee resigns as a trustee of any trust, then such trustee shall resign as trustee of all other trusts held hereunder.

C. If I am alive but cease to act as trustee hereunder for any reason, then THE FIRST NATIONAL BANK OF CHICAGO, of Chicago, Illinois ("FIRST NATIONAL BANK"), shall become trustee hereunder. Upon my death, I name the following persons and corporation as trustees of each trust under this instrument:

1. Except as provided in paragraph D of this Article, those individuals who at my death are Central Steel Directors;

2. FIRST NATIONAL BANK; and

3. The successor and additional trustees hereinafter provided for in this Article.

D. ALFRED G. JENSEN has expressed interests inconsistent with serving as a trustee hereunder, and, notwithstanding any other provisions hereof, he shall not be qualified to act as a trustee hereunder, even though he may continue to serve from time to time as a Central Steel Director.

E. From and after my death there shall always be a Corporate Trustee acting as a trustee of all trusts hereunder. The following provisions shall apply where the context admits:

1. The Individual Trustees may, by majority vote, remove the Corporate Trustee as trustee of all such trusts and shall appoint a successor Corporate Trustee (qualified as provided in this paragraph) for all such trusts. Removal of a Corporate Trustee shall be effected by written notice of removal delivered to the trustee removed.

2. To be qualified to act as a Corporate Trustee hereunder, the corporation must be a trust company, or bank having trust powers, or a branch or wholly-owned subsidiary of a trust company, bank or bank holding company, having a principal place of business in Chicago, Illinois, and having personal trusts under

active management in Chicago, Illinois, with an aggregate value sufficient to rank it at the time of appointment among the six largest of such institutions in Chicago, Illinois, measured by personal trusts under active management as shown by the most recent financial data published prior to such time of appointment.

3. Notwithstanding the provisions of the foregoing subparagraph 2, if any Corporate Trustee shall at any time become merged or consolidated with any other banking corporation or corporations having trust powers pursuant to the banking laws of the State of Illinois or of the United States of America, or if at any time any Corporate Trustee shall reorganize or reincorporate and have trust powers and acquire the assets of such Corporate Trustee and succeed to its trust business, then such other corporation shall be substituted as Corporate Trustee without the execution of any instrument or any further action.

F. For all purposes of this instrument, "control" of a corporation means ownership of at least one share more than fifty percent of the outstanding stock entitled to vote in an election of directors of that corporation. During any period of time in which the trustees and the executors of my will own shares, in the aggregate, whether owned by either the trustees or the executors, or both, constituting control of CENTRAL STEEL, then, if and whenever a person shall (a) become a Central Steel Director, such person shall, by virtue thereof, become an Individual Trustee hereunder, and (b) cease to be a Central Steel Director having been named an Individual Trustee because such person was a Central Steel Director, then such person shall no longer be qualified to act as, and shall cease to be, an Individual Trustee hereunder unless subsequently appointed as a substitute trustee or reappointed or reelected as a Central Steel Director.

G. The Individual Trustees shall have the power to designate a person to act as Individual Trustee hereunder in substitution for a Central Steel Director who is disqualified from acting as Individual Trustee hereunder pursuant to paragraphs B or D of this Article, or who has otherwise failed to become or ceased to act as an Individual Trustee, but such substitute trustee shall act only until the election or appointment of a new Central Steel Director who is not so disqualified and who is willing and able to so act, and such new Central Steel

Director shall replace the substitute Individual Trustee appointed pursuant to this paragraph.

H. Appointment to fill any vacancy in trustees, except in cases where the method of filling vacancies or appointment of additional trustees is otherwise provided for, shall be by a majority vote of the Individual Trustees then acting, as evidenced by written notice delivered to the appointee. There always shall be at least five Individual Trustees hereunder. If any trustee vacancy shall occur and continue for sixty (60) days, any trustee may apply to a court having jurisdiction to appoint a successor trustee to fill the vacancy.

I. At any time following my death and the court appointment of executors of my will, if the trustees and the executors of my will do not own shares, in the aggregate, whether owned by either the trustees or the executors, or both, constituting control of CENTRAL STEEL, then the governing body of the FOUNDATION shall have the power to remove those Individual Trustees who became such by reason of being or becoming Central Steel Directors and to appoint such number of successor and additional Individual Trustees so that there always will be thereafter nine Individual Trustees, provided that no such trustee shall ever be a descendant of HENRY HARRISON CULVER.

J. A trustee shall be presumed to have approved a proposed act or decision to refrain from acting if such trustee fails to indicate approval or disapproval thereof within fifteen days after a written request to do so. A trustee shall not be required to continue to make a proposal which has been disapproved on at least two occasions if such trustee has informed the disapproving co-trustees that continued disapproval will be assumed until notice to the contrary has been received. Any action or decision of the majority of the trustees with respect to a matter as to which they have joint discretion shall be effective as if made by all trustees. A nonconcurring trustee shall not be liable for any act or failure to act of the other trustee or trustees. The trustees may execute documents by signing one document or concurrent documents.

K. Any Individual Trustee may, by duly executed written instrument, authorize any one or more of the co-trustees to act for such trustee at any time or from time to time, or with respect to any particular matter, provided that no such

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instrument shall be effective for a longer period than one year from its date. No Individual Trustee shall be liable for any loss not attributable to such trustee's own dishonesty or to the willful commission by another trustee of an act known to be a breach of trust.

L. All of the rights, power, discretions and titles vested in and the duties and obligations imposed upon the original trustees shall immediately vest in and be imposed upon every successor trustee, without the necessity of any conveyance or the taking of any action whatsoever.

M. Trustees shall be reimbursed from the trust principal or income for expenses incurred or disbursements made on behalf of each trust under this instrument, and shall have the right to receive reasonable compensation for services as trustees thereof. Such compensation shall be fairly apportioned among the trustees, taking into consideration the time and effort each expends and the responsibilities each assumes in the performance of such trustee's duties as trustee. I further direct that in the administration of these trusts, the trustees freely avail themselves of legal counsel as I have done during my lifetime, it having been my experience that corporate trustees, especially, may rely too much on their own personnel in deciding tax and other legal problems which arise, to the possible detriment of the estates or trusts which they are administering.

N. To the extent that such requirements legally can be waived, no trustee shall ever be required to give bond or security as trustee, or to qualify before, be appointed by or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.

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ARTICLE VIII

A. The trustees shall have the following powers and all other powers granted by law, exercisable in their discretion, subject always to the provisions of paragraph B of this Article:

1. To receive, take, manage and control the trust principal and to collect the income, rents, issues and profits therefrom;

2. To retain as part of the trust principal, for such period of time as they may deem advisable, any property received by the trustees;

3. To sell, assign, transfer, and convey the trust principal, or any part thereof, at such price or prices, and upon such terms and conditions, either at a public or private sale or sales, and either for cash or on credit, or part cash and part credit, or on such other terms, as the trustees may deem necessary or advisable, express power being hereby given the trustees to sell, transfer and convey any part of the trust principal, particularly to the end that in the event a distribution of any part of the trust principal is to be made, any corporate stock held in trust hereunder may be sold and the proceeds distributed in lieu of such stock;

4. To borrow money for any purpose the trustees deem necessary or advisable in connection with the administration of the trust and for that purpose to mortgage or pledge any property comprising the trust principal, whether real or personal, and also to place or renew any mortgage or mortgages or other encumbrances upon any part of the trust principal;

5. To invest and reinvest funds, in stocks (common or preferred), notes, debentures, bonds and other securities, commodities, real estate mortgages, improved or unimproved real estate (either within or without the State of Illinois), or in any other income or non-income producing property, real or personal, it being my intention that the trustees' investments or reinvestments shall not be restricted to investments for trustees as fixed by the statutes of the State of Illinois or by any other law; provided, however, that I request, to the extent that it is consistent with sound business practice, that the trustees invest any cash in a trust created hereunder primarily in United States Treasury bills and notes and not in certificates of deposit, bonds, common stocks or other investments, it being my desire and intention above all else that trust assets be protected and not invested in assets that could involve a real risk of a loss of principal;

6. To use as much of the trust principal and to set up such reserves from income, as may be necessary or advisable to pay taxes, insurance or other charges placed upon or levied against the trust, including the reasonable compensation of such agents and attorneys as are necessary in the handling of the trust principal;

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7. To vote personally or by general or limited proxy any corporate stock or other securities included in the trust principal (subject, however, to paragraph F of this Article); to consent to the reorganization, consolidation, readjustment of the financial structure, or sale of the assets of any corporation or other organization the securities of which constitute a part of the trust principal, and to take any action with reference to such securities which, in the opinion of the trustees, is necessary or advisable to obtain the benefit of any such reorganization, consolidation, readjustment or sale; to exercise any conversion privilege or subscription right given to the owners of any security constituting a part of the trust principal; and to accept and hold as a part of the trust principal the securities resulting from any such reorganization, consolidation, readjustment, sale, conversion or subscription;

8. To improve, lease (for any period of time even extending beyond the duration of the trust), protect, partition and subdivide and release, convey or assign any right, title or interest in or to, any real estate which may at any time be part of the trust principal; to dedicate and vacate subdivisions, or any part thereof; and to grant easements or charges of any kind;

9. To make such compromise or settlement of debts, claims or controversies as the trustees may deem necessary or advisable;

10. To cause any security which may at any time constitute a part of the trust principal to be issued, held or registered in the name of a nominee, or in such form that title will pass by delivery, with or without indicating that such security is held in trust and without any liability for conversion, or otherwise, attaching;

11. To determine within the limitations imposed by law what part of the trust property or any addition thereto is principal, and what part is income, and what part of any cost or charge, expense, tax or assessment shall be charged against income or against principal. If securities are purchased at a premium, the trustees shall have the power to charge the premium either against income or principal, or partly against income and partly against principal, as may be deemed best by the trustees. Any and all determinations and decisions by the trustees under this paragraph shall be conclusive for all purposes and binding upon all persons;

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12. To use and expend the trust income and principal to (i) conduct or cause to be conducted environmental investigations of the trust property, including environmental audits, assessments, site monitoring, laboratory analyses, testing, title histories, aerial photographs, public and private records reviews, and any related inquiries arising out of or in any way related to liability or claims under federal, state or local environmental statutes, regulations, ordinances, requirements, demands of government authorities or policies or under common law ("environmental laws"); (ii) take appropriate remedial action to contain, clean up or remove any actual or threatened environmental hazard, including a spill, release, discharge or contamination, and conduct site restoration work on the trust property and notify the appropriate federal, state or local authorities either on its own accord or in response to an actual or threatened violation of environmental laws; (iii) institute legal proceedings, claims and demands concerning environmental hazards, contamination or condition of the trust property, or contest, pay, compromise, settle or comply with legal proceedings, claims, demands, orders, penalties, fines and damages brought or imposed by federal, state or local government authorities or by a private litigant; and (iv) employ agents, consultants and legal counsel to assist with or perform the above undertakings or actions; and any expenses or costs incurred by the trustees under this subparagraph may be charged against income or principal as the trustees shall determine;

13. To manage, rent, and control any and all real estate included among or added to the trust assets, including the collection of rents and the payment of taxes, assessments, insurance, and repair, improvement, and other expenses;

14. To give full receipts and discharges; and no purchaser, mortgagee or other person dealing with the trustees shall be under any obligation to see to the application of any purchase, mortgage or other money or property paid or delivered to the trustees, or to inquire into whether or not the trustees are properly exercising, or have the right or power to exercise, any power or right sought to be exercised hereunder;

15. To execute and deliver (and to bind the trust thereby without becoming individually liable) any and all deeds, assignments, conveyances, mortgages, leases, releases, contracts, bonds, notes, drafts, proxies, powers of attorney, and any

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and all other instruments or documents which the trustees may consider necessary or advisable in the administration of the trust;

16. To employ and pay reasonable compensation to such agents, brokers, attorneys and assistants as the trustees may deem necessary or advisable in the execution of the trusts hereunder; and no trustee shall in any event be liable for any neglect, omission, misconduct, mistake, act or default of any agent, broker, attorney or assistant selected or retained with reasonable care or of any other trustee, except in case of participation therein;

17. To lend money to the personal representative of my estate and to purchase property from the personal representative of my estate and retain it for any period of time, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;

18. Generally to manage and deal with the trust principal and income to the same extent and in the same manner as if the trustees owned the same in their own absolute right, and the enumeration of specific powers and authority shall not be taken to restrict the general powers and authority given herein; and

19. To the extent that the same are applicable, to exercise and to have, with respect to each of the trusts, any and all of the powers, authority, discretions and immunities herein expressly to be given with respect to the trust generally.

B. The powers and authorities of the trustees set forth in paragraph A of this Article shall be subject always to specific provisions to the contrary, if any, contained in this instrument, and subject to the further limitation that the powers and authorities of the trustees of the Conserve School Trust shall be limited at all times to the extent required to be consistent with the establishment and operation of the Conserve School so that there will be no impairment of (i) the exemption of the Conserve School Trust from any income, excise, or inheritance taxes imposed by federal, state, or any other governmental taxing authority; (ii) the deductibility of previous or contemplated devises or bequests to the Conserve School Trust from the gross estate of the person making such devise or bequest for the purpose of determining the net estate subject to the estate tax or taxes levied by federal, state or any other governmental taxing authority; or (iii) the rights of the donor of any

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gift to be exempted from gift or other taxes levied by federal, state or any other governmental taxing authority, or to be afforded the maximum tax exemption benefits afforded with respect to charitable, educational, or public trusts or foundations, all in accordance with the applicable statutes, laws, regulations, or rulings in force and effect from time to time.

C. I anticipate that the shares of CENTRAL STEEL distributed to the trustees initially will represent substantially more than half in value of all of the assets of the Conserve School Trust and, possibly the Cemetery Trust. The growth and profitability of CENTRAL STEEL has continued at a steady and consistent pace for many years and CENTRAL STEEL has proven to be, and I expect it to continue to be, a conservative, steadily improving investment both in dividend return and in appreciation of value and for this reason I recommend that CENTRAL STEEL stock not be sold. If, however, the trustees determine that any CENTRAL STEEL stock should be sold, the trustees should be in control of CENTRAL STEEL and be intimately familiar with and skilled in the operation of CENTRAL STEEL's business. Therefore, I have provided in paragraph C of Article VII of this instrument that, at least upon my death, a majority of the Individual Trustees will be individuals who then are Central Steel Directors. The trustees shall not be bound by principles of diversification of assets with respect to shares of CENTRAL STEEL.

D. I anticipate that after the administration of my estate, the trustees hereunder will have control of CENTRAL STEEL. By reason of my ownership of and possession of control of CENTRAL STEEL, I have been able to see to the election as directors of CENTRAL STEEL persons who have experience in the operation of its business, are knowledgeable in the industry in which it operates, and whom I believe to be persons of business judgment and integrity who can be expected to choose as their successors persons having those same qualities. For these reasons as well as other reasons set forth below, I recommend that shares of CENTRAL STEEL not be sold by the trustees to raise cash for the purposes of any of the trusts created under this instrument.

E. No Corporate Trustee from time to time acting shall have or take any title, powers, duties or obligations with respect to the acquisition, operation or

management of the physical properties of the Conserve School, the management, operation or conduct of the Conserve School, or the management, operation or conduct of CENTRAL STEEL, it being the intent hereof that the function of such Corporate Trustee shall be limited to having custody of and securing the safekeeping of the securities and cash held from time to time in the Conserve School Trust, and sharing with the Individual Trustees from time to time acting as trustees in the general financial management of said trust and the financial affairs of the school to the extent and subject to the limitations provided for in this trust instrument.

F. A majority of the Individual Trustees, to the exclusion of the Corporate Trustee, shall have the power to vote all shares of stock of any corporation which may constitute part of the trust principal if such shares held by the Cemetery Trust and the Conserve School Trust represent control of such corporation (each such corporation being hereinafter referred to as a "Special Company"), and the Corporate Trustee shall deliver promptly all proxies or other authorizations required in any such case. The Corporate Trustee shall not have any responsibility whatsoever in connection with the management or conduct of any of the affairs of any Special Company. No sale or other disposition of any of the shares of stock of any Special Company shall be made without the prior written approval of a majority of the Individual Trustees if such sale is made by the trustees. No Corporate Trustee shall have any duty or obligation in respect of such shares of a Special Company.

G. In view of a long-standing tradition of CENTRAL STEEL that no person will be elected a director after one year has elapsed past that person's sixty-fifth birthday, and because of my firm beliefs respecting the importance of diversity in directorships, I hereby direct to the maximum extent and for the maximum period of time (including extensions) allowable by law, that no trustee shall vote any shares of CENTRAL STEEL stock held in the Conserve School Trust in favor of the election to the Board of Directors of CENTRAL STEEL of a person who either has passed his or her sixty-sixth birthday or is a "relative" of a person who acted at any time as a director of CENTRAL STEEL. The term "relative," as used in the preceding sentence, includes any descendant, spouse, descendant of any spouse, descendant of a grandparent, and spouse of a descendant of a grandparent,

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and, for this purpose, adopted persons and their descendants are to be included as descendants of the adopting parent, and stepchildren and their descendants are to be included as descendants of persons of whom they are stepchildren. This paragraph is included in light of the benefits that will accrue to CENTRAL STEEL and, ultimately, to the trusts hereunder, as a result of the continuation of sound and professional operations uninfluenced by nepotism.

H. If CENTRAL STEEL merges with or into, or is consolidated with, any other corporation, or transfers its business and assets to any other corporation, and if as the result of such merger, consolidation or transfer of assets, the trustees have control over such other corporation, then and in that case all of the provisions of this instrument with respect to CENTRAL STEEL, its directors, and its stock, including, but not limited to, the provisions by which its directors are to become, and to cease to be, Individual Trustees, shall apply with like force and effect to such other corporation.

I. I anticipate that a majority of the trustees will be directors of CENTRAL STEEL and that the trustees will vote the shares of CENTRAL STEEL even though one or more of the trustees may be individually interested in that company as a director or officer and that a trustee may as a result directly or indirectly benefit therefrom. I further anticipate that it may be desirable for the trustees, both in their capacities as trustees and as directors of CENTRAL STEEL, to make decisions, or refrain from making decisions which are arguably adverse in some respects to the best interests of the beneficiaries of a trust hereunder, but which may be in the best interests of CENTRAL STEEL. In voting the shares of CENTRAL STEEL, I authorize the trustees to consider primarily the best interests of CENTRAL STEEL, since it is my belief that attention to the best interests of CENTRAL STEEL ultimately will best serve the interests of the beneficiaries of the trusts hereunder. I further authorize the trustees to take such actions as they deem appropriate with respect to matters involving CENTRAL STEEL in which a trustee, or all of the trustees, may be individually interested as a director or officer of CENTRAL STEEL notwithstanding that such action may be adverse to the best interests of the beneficiaries of any trust hereunder, provided such action is not in breach of their fiduciary duties in such other capacity or capacities. Any action

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taken in those respects shall be binding and conclusive on the beneficiaries of the trusts hereunder as if no such relationship or conflict of interest existed, and the trustees shall be relieved, to the maximum extent permitted by law, of any liability for actions so taken.

ARTICLE IX

A. I reserve the right from time to time during my life, by written instrument delivered to the trustee, to amend or revoke this agreement in whole or in part; provided, however, that no amendment may substantially increase the duties of the trustee or decrease trustee compensation without the written consent of the trustee, and if this agreement is completely revoked, all trust property held by the trustee shall be transferred and delivered to me or as I may otherwise direct in writing.

B. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Illinois.

I now sign this Second Restatement on Sept 19th, 1995.

James R. Lowenstine,
Settlor and Trustee

We hereby certify that in our presence on the date appearing above JAMES R. LOWENSTINE signed, sealed, published and declared the foregoing instrument as the SECOND RESTATEMENT OF JAMES R. LOWENSTINE TRUST DATED AUGUST 17, 1981 and that at his request and in his presence and in the presence of each other we have signed our names below as witnesses and that at such time we believed him to be of sound mind and memory.

Residing at 1328 Maple Street
Western Springs, Ill

Residing at 5477 Artesian
Chicago, Illinois

Residing at 850 N. DeWitt, 8F
Chicago IL 60611

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a notary public in and for said County and State, hereby certify that JAMES R. LOWENSTINE, personally known to me to be the same person whose name is subscribed to the foregoing second restatement of a declaration of trust, appeared before me this day in person and acknowledged that he signed that instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on September 19, 1995.

OFFICIAL SEAL
LANA TENINGA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 29,1998

Lana Teninga
Notary Public

This instrument was prepared by:

Paul K. Rhoads
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Chicago, Illinois 60606

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