

Appendix

(Sensitive Information Redacted)

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**IN THE CIRCUIT COURT OF THE
EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

In RE THE FORMER
MARRIAGE OF:

ELSA M TRONSRUE
(n/k/a ELSA M.
TOLEDO),

Petitioner,

v.

GEORGE M.
TRONSRUE, III,

Respondent.

No. 1990D1150

**AMENDED PETITION TO MODIFY OR
TERMINATE PAYMENTS MADE PURSUANT
TO JUDGMENT FOR DISSOLUTION OF
MARRIAGE ENTERED ON JULY 6, 1992**

Respondent, GEORGE M. TRONSRUE, III ("GEORGE"), by and through his attorneys, Davis Friedman, LLP and Momkus LLC and pursuant to 750 ILCS 5/501 et seq. and 750 ILCS 5/510(b) of the Illinois Marriage and Dissolution of Marriage Act, and in support of his Petition to Modify or Terminate Payments Made Pursuant to Judgment for

Dissolution of Marriage entered on July 6, 1992, states as follows:

1. A Judgment for Dissolution of Marriage ("Judgment") was entered in this matter on July 6, 1992.

2. 7 50 ILCS 5/51 0(b) of the Illinois Marriage and Dissolution of Marriage Act states, in pertinent part, as follows:

(b) The provisions as to property disposition may not be revoked or modified, unless the court finds the existence of conditions that justify the reopening of a judgment under the laws of this State.

3. A decree issued by a court which lacks jurisdiction to hear and determine a case is a nullity and may be attacked at any time and in any proceeding. Tucker v Tucker, 29 Ill.App.3d 489, 330 N.E.2d 274 (4th Dist., 1975); In re Marriage of Jerome, 255 Ill.App.3d 374, 625 N.E.2d 1195 (5th Dist., 1994).

4. The lack of subject matter jurisdiction cannot be waived, and a court will take notice of it when it appears, even if the parties fail to raise the question. In re Marriage of Adamson, 308 Ill.App.3d 759, 721 N.E.2d 166 (2d Dist., 1999).

5. Pages 14 and 15 of said Judgment state as follows, in pertinent part:

ARMY\VETERANS' ADMINISTRATION
DISABILITY RETIREMENT PAY –

The Parties agree that based upon the Court's ruling that 3 7 .2% of Husband's Army Disability Retirement pay and V.A. disability pension is marital that Wife shall receive an amount equal to 18.6% of Husband's Army Disability Retirement pay and 18.6% of Husband's V.A. disability pension payable to Wife pursuant to the applicable sections of the Uniformed Services Former Spouses Protection Act. If for any reason the United States Army and the V.A. will not withhold the appropriate amounts and send them directly to Wife, then Husband shall pay directly to Wife 18.6% of his Army Disability Retirement pay and 18.6% of his V.A. Disability Pension each and every month upon entry of Judgment For Dissolution for as long as he receives said pay.

The Husband specifically agrees that for purposes of the calculation of child support benefits, his share of the Army/Veterans' Administration Disability Retired Pay is includable as part of his net income against which to apply the Illinois Statutory child support guidelines.

6. Since 1992, GEORGE has paid the Petitioner, ELSA M. TRONSRUE (n/k/a ELSA M. TOLEDO) ("ELSA"), on a monthly basis approximately \$300 per month.

7.

(a) GEORGE was seriously injured, after sustaining multiple fractures and dislocations in a "line of duty" accident occurring at Ft Benning, GA on Jan 10, 1983. After required surgeries, two months of hospitalization and ongoing physical therapy, a Medical Review Board was convened by Department of the Army in May 1983 and subsequently determined him to be unfit for active duty and 60% disabled and placed on temporary disability retirement, after only serving 5 years, 2 months, and 12 days on active duty. A copy of the Army Medical Board and disability orders May-Aug 1983 are attached to the original Motion as **Exhibit B** and made a part hereof.

(b) In March 1985 a second medical Review Board was convened by Department of the Army and the outcome of this was a determination that GEORGE remained unfit for active duty and he was permanently retired at a 60% disability. A copy of the Army Medical Board proceeding & Order of 60% permanent disability retirement - March 1985 is attached to the original Motion as **Exhibit C** and made a part hereof. His permanent disability retirement was ordered by Department of the Army in June 1985. A copy of the GMT Army Retirement Certificate dated June 1985 is attached to the original Motion as **Exhibit D** and made a part hereof. The letter from the Department of the Army issued in August 1983

(Exhibit B) noted the reason for retirement was disability. The only compensation that GEORGE has received from the US Army is disability compensation, owing to his 60% service connected disability rating from the US Army dating to 1983.

(c) As of March 1984, GEORGE is also a Service-Connected Priority patient of the Veterans Administration and was awarded a 40% VA Disability rating. A copy of the VA Letter from March 1984 and VA Service-Connected Priority ID Card are attached to the original Motion as **Exhibit E** and made a part hereof. For sake of clarity, the VA disability compensation that GEORGE receives is not additive or incremental disability compensation. In fact, the amount of disability compensation paid to GEORGE by the VA is subtracted from the disability compensation received for GEORGE from the US Army by the Defense Financing and Accounting Service, the paying authority, each month. Both the Army medical review and the VA medical review concluded that GEORGE had a service-connected disability. A copy of the VA medical board evaluation report dated March 1985 is attached to the original Motion as **Exhibit F** and made a part hereof.

8. At the time the Dissolution of Marriage as entered, the Court did not have jurisdiction to order the division of GEORGE's US Army or VA

disability compensation as an asset, as it was not marital property. All of the respective disability compensation provided to GEORGE has been the sole result of his service-connected disability. It was not standard retirement pay. In order to receive standard retirement for one's military service, one must serve for at least 20 years. As GEORGE only served 5 years, 2 months, and 12 days, the disability retirement pay he received was not and currently is not standard military retirement. The only reason he receives any compensation at all from the V.A. and the US Army was and is due to his service-connected disability.

9. In Mansell v. Mansell, 490 U.S. 581 (1989), the Supreme Court held that courts do not have the authority to treat disability pay as marital property and cannot be divided as such. The Court in the instant case did not have the jurisdiction to divide the disability retirement pay as a marital asset. In Howell v. Howell, 137 S.Ct. 1400 (2017), the Court stated that "State courts cannot vest that which (under governing federal law they lack the authority to give)," p. 1401. Clearly, based on the relevant case law of the above, the Court had no authority to divide GEORGE's service connected disability compensation pay, as he only received the benefit because of his 60% and 40% disability ratings from the US Army and VA, respectively. It was not due to his longevity of service in the Army, as he did not qualify for standard retirement not having service for at least 20 years. All of the pay that he received since 1983 was only due to his service-connected disability.

10. In In re Marriage of Wojcik, 362 Ill.App.3d 144 (2005), the Court held that the supremacy clause of the Federal Constitution precludes Illinois trial courts from dividing present or anticipated V.A. disability benefits as a marital asset, and that said military benefits may not be divided directly or used as a basis for an offset during state dissolution proceedings. The Court erred in 1992 by ruling that GEORGE's US Army and VA disability compensation was a marital asset. In addition, the Court at that time also treated GEORGE's share of the disability compensation as income for child support purposes, which should also have been disallowed.

11. ELSA has been married and divorced twice since 1992.

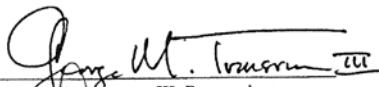
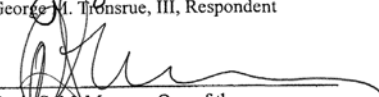
12. As the service-connected disability compensation should never have been divided between the parties as the Court lacked the jurisdiction to do so, ELSA's right to receive any percentage of GEORGE's disability compensation from the US Army and Veteran's Administration should be terminated immediately.

WHEREFORE, Respondent, GEORGE M. TRONSRUE, III, respectfully requests that the Court enter an Order granting him the following relief:

A. Terminating all future payments to Petitioner, ELSA M. TRONSRUE (n/k/a ELSA M.

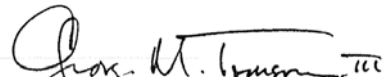
TOLEDO), from GEORGE's US Army and /or VA disability compensation.

B. Awarding GEORGE such other and further relief as deemed appropriate and equitable under the circumstances.


George M. Tonsrue, III, Respondent

Doris S. McMorrow, One of the
Attorneys for Respondent

VERIFICATION

Under penalties as provided by law pursuant to 735 ILCS 5/1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in the foregoing instrument are true and correct, except as to those matters stated to be on information and belief, and as to all such matters, the undersigned certifies as aforesaid that he believes the same to be true.


George M. Tonsrue, III, Respondent

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W:MSA.TRONSRUE.6/04/92

MARITAL SETTLEMENT AGREEMENT

This Agreement made this 4th day of June, 1992, by and between ELSA M. TRONSRUE, hereinafter referred to as "Wife", and GEORGE M. TRONSRUE, hereinafter referred to as "Husband";

WHEREAS, the parties were lawfully married on December 28, 1978 in the City of Dallas, Texas and irreconcilable differences having arisen between the parties, the Wife has filed against the Husband an action for Dissolution of Marriage in the Circuit Court of DuPage County, Illinois, Case Number 90 D 1150.

WHEREAS, the parties hereto consider it to be in their best interest settle between themselves the question of maintenance, support, medical and related needs of the parties, and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to settle any rights which either of them now has or may hereafter have or claim to have against the other, or in or to the property of the other, whether real or personal now owned or which may hereafter be acquired by either of them, or any rights or claim in and to the estate of the other;

WHEREAS, the Wife has had the benefit and advise of Elizabeth L Krueger, of the law office of ELIZABETH L KRUEGER, P.C., as her counsel; and

Husband has had the benefit and advise of Roy J. Faddis, as his counsel; the parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other, and that each has been fully informed of his and her respective rights arising out of their marriage;

NOW, THEREFORE, for and in consideration of the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which *is* hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

RIGHT OF ACTION

This Agreement is not one to obtain or stimulate divorce. Wife reserves the right to prosecute any action for divorce which she has brought or may hereafter bring and defend any action which may be commenced by Husband. Husband reserves the right to prosecute any action for divorce which he has brought or may hereafter bring and defend any action which has been or may be commenced by Wife.

MUTUAL RELEASE AND RIGHTS

Except as herein provided, each of the parties does hereby forever waive, release and quit claim to the other party all rights of dower, homestead, and all other property rights and claims which be or she now has or may hereafter have as husband, wife, widower,

widow, or otherwise, by reason of the marital relationship now existing between the parties hereto under any present or future law of any state or of the United States of America, or of any other country, in or to or against the property of the other party.

**INCORPORATION OF AGREEMENT INTO
JUDGMENT FOR DISSOLUTION OF
MARRIAGE AND EFFECTIVE DATE OF
AGREEMENT**

In the event the parties at any time hereafter obtain a dissolution of marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any judgment for dissolution of marriage, either directly or by reference, and upon entry of said judgment, this Agreement shall become in full force and effect, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the pending case referred to herein before six (6) months from the date of this Agreement. The court on entry of the Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of the Agreement, which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto.

**CONSTRUCTION, ENFORCEMENT OR
MODIFICATION OF AGREEMENT BY COURT
AFTER ENTRY OF JUDGMENT**

This Agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction, enforcement or modification. If a court of competent jurisdiction at any time after entry of Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement, and the parties choose and desire to be bound by the laws of the State of Illinois.

If either party fails to pay any debt or perform any obligation assumed in any part of this Agreement, the other party shall have the right, among other remedies, to make any payments in connection therewith and shall be entitled to a like amount from the defaulting party, together with costs, expenses, and all attorney's fees incurred by the other party. If either party fails to perform any obligation assumed in any part of this Agreement, the other party shall have the right to seek enforcement of same by any court of competent jurisdiction and the non-performing party shall be responsible for all

attorney's fees incurred by the other party and court costs.

EXECUTION OF DOCUMENTS

Except as otherwise provided, each of the parties hereto shall execute, acknowledge, and deliver upon the effective date of this Agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as herein provided, and thereafter, at any time and from time to time, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish or record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents required for the transfer or real estate hereunder, the parties designate any judge or associate judge of a court of competent jurisdiction to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

JOINT PARENTING AGREEMENT

Husband and Wife agree that both parties are fit and proper persons to have the custody of their minor children, namely, [REDACTED], born [REDACTED], and [REDACTED],

born [REDACTED], and have decided that the parties shall have joint legal custody of the minor children and residential custody shall be with the Plaintiff, Wife. Both parents shall provide substantial involvement regarding the physical, mental, moral and emotional well-being of the children. They shall cooperate with one another and in meeting the children's best needs. The children shall reside with the Wife and the Wife shall have physical custody of the minor children.

The Husband shall have the right to regular visitation of the minor children as agreed to by the parties, with reasonable notice to Wife, as set forth in Exhibits A and B, attached hereto and made a part herein. Husband shall be responsible for all transportation *costs* for the children for visitation.

The parties shall consider the plans, activities and wishes of the minor children when scheduling their extended vacations with said children.

The parties further agree that Husband shall have telephone visitation rights with the minor children at all reasonable times and places.

In the event the parties cannot reach a mutual decision to serve the best interest of the minor children. they shall first consult with a conciliator approved by the Circuit Court of the County where the children reside, who shall act as a mediator to

resolve the dispute. In the event the parties are unwilling to follow the recommendation of such mediator then such determination shall be made by a court of competent jurisdiction upon petition.

If the children become seriously ill or injured, the party in possession of the children at that time shall immediately notify the other party of the situation, giving details of the illness or injury and the name and phone number of the attending physician, hospital and all other pertinent information.

Both Husband and Wife will use their best efforts to foster the respect, love and affection of the children towards each parent and shall cooperate fully in implementing a relationship with the children that will give the children the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing custody schedules.

Both Husband and Wife shall keep each other informed as to the exact place where each of them resides, the phone numbers of their residences, their places of employment, the phone numbers of their places of employment; and, if either party travels out of town for any extended period of time, such party shall notify the other of his or her destination and provide a phone number where he or she may be reached.

The parties agree that the Wife may move out of the State of Illinois with the minor children to reside in another State. At the present time the Wife is intending to move to the State of Texas to reside with the minor children as soon as the present residence is sold or otherwise taken care of and this agreement has taken that into consideration in arriving at all of the terms and conditions concerning visitation, support and all other terms and conditions of this agreement. Until such time as the Wife and the minor children move to the State of Texas Husband shall provide Wife with two (2) "frequent flyer" free airline tickets to any destination in the Continental United States per child, per year, or 25% of the frequent flyer tickets from the airline most utilized by Husband and Husband's employer, whichever is greater. Frequent flyer tickets shall be given to the Wife before March and before September of each year commencing with the year 1992.

CHILD SUPPORT

Husband shall pay to Wife the sum of \$1,204.00 every two weeks (bi-weekly) for child support. Said sum represents 25% of husband's net income. Husband's gross income being \$144,900.00 per year plus \$14,688.00 per year disability retirement pay from the Army and VA. Husband's obligation to pay child support shall commence upon the effective date of this Agreement and shall continue until the

children's emancipation, as defined herein. Husband shall provide copies of his W-2 and 1099 forms to the Plaintiff on or before April 30 of each year. Wife shall provide copies of her W-2 and 1099 forms to Husband on or before April 30 of each year.

Wife shall be responsible for all extracurricular activities, of the minor children when they are in her custody and Husband shall be responsible for all such activities of the minor children while the children are in his custody including activity fees, equipment, transportation, housing and food costs, as well as necessary clothing and equipment for all extracurricular activities.

EDUCATIONAL NEEDS OF THE CHILDREN

The parties currently have "Individual Investor" accounts established solely for the college expenses of the minor children, these being Merrill-Lynch Individual Investor Accounts: [REDACTED] for [REDACTED]; and [REDACTED] for [REDACTED]. The Husband shall continue to oversee these accounts for the college education of the children. To the extent that the funds in these two accounts allow, Husband shall pay from them the college expenses of the children. "College education expenses of the children" include but are not limited to trade school expenses, college tuition, books,

supplies, registration and other required fees, board, lodging, assessments and charges, and round trip transportation expenses between the college and the home of the children if the children is in attendance at an out-of-town college.

All college expenses shall be paid from the funds in the accounts established for the children. The aforementioned "college accounts" shall be used only for the college costs of the children of the parties and if funds are depleted from the •college accounts• prior to the completion of college by either or both children, Husband shall provide an accounting of the "college accounts" to Wife and thereafter, Husband and Wife shall be responsible for the college expenses of the children according to their financial ability pursuant to statute.

The decisions affecting the education of the children, including the choice of the college, shall be made jointly by the parties and shall consider the expressed preference of the child, but neither party shall unreasonably withhold his or her consent to the expressed preference of the child. In the event the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a court of competent jurisdiction shall make the determination upon proper notice and petition.

EMANCIPATION EVENT

With respect to each child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time Husband's obligations for the children as detailed in this Agreement terminates:

- a) The child reaches majority or graduates from high school, whichever occurs last;
- b) The child marries;
- c) The child having a permanent residence away from the permanent residence of the Wife. A residence at boarding school, camp, trade school or college is not to be deemed a residence away from the permanent residence of the Wife;
- d) The child's death;
- e) The child's entry into the armed forces of the United States;
- f) The child's engaging in full-time employment excepting full time employment during vacation or summer periods between attendance at school.

MEDICAL NEEDS OF THE CHILDREN

Husband shall maintain in full force and effect until the children's emancipation as defined herein, all medical insurance policy covering the minor children. through his employment and through the Army. Such policy shall cover major medical expenses of the minor children. included, but not limited to, hospital, surgical, medical, optical and dental for the children. Husband shall be responsible for all

extraordinary medical, dental, orthodonture, and optical costs of the children not covered by insurance. Extraordinary medical used in this paragraph shall include, but not by way of limitation, hospital, surgical, optical examination, including glasses and contact lenses, all teeth straightening, major dental work, psychiatric or psychological care, operations and services rendered as a result of serious illnesses or injuries arising from an accident requiring hospitalization or extended medical care, but shall not include routine checkups, minor ailments, drug supplies (except if required in the treatment of serious illness or injury), dental prophylaxis and the like. In the event of serious illness or injury of the child or the need for hospital, surgical, optical or orthodontia or extraordinary medical or dental care, the Husband shall be advised before expenses are incurred in the any of those connections except in cases of emergency where such delay may endanger the child. All medical expenses shall be submitted to the insurance company by Husband. Wife shall submit all medical bills to husband on a timely basis and Husband shall reimburse her for any bills that she has had to pay before insurance payment within ten (10) days of his receipt of same. Husband to reimburse Wife the sum of \$390.40 for medical costs paid by Wife and for which Husband has been or will be reimbursed by insurance.

Husband shall provide Wife with current insurance identification cards in order to enable wife to identify the children's coverage under the

extraordinary medical insurance policy to be provided by Husband thereunder.

All ordinary medical expenses not covered by insurance shall be paid by the Wife, provided, however, that they are first submitted to Husband's insurance for payment and refused and Husband shall pay the deductible for each child each year.

Husband shall direct his current employer's insurance carrier to send such information as is necessary for the Wife to establish a separate account with the same insurance company, pursuant to COBRA at her sole expense.

LIFE INSURANCE

Until the children are emancipated and Husband no longer has any obligation to the children, Husband shall maintain current life insurance policies with face values of \$300,000.00. Wife shall be named Trustee for the benefit of the minor children. In the event Husband dies while Wife is still receiving maintenance, then said proceeds may also be used for the benefit of Wife, in proportion to the amount of maintenance she is receiving, so long as Wife is entitled to receive maintenance from Husband. After the period of maintenance is terminated, the children shall be named irrevocable beneficiaries of the policy. Additionally, the children shall be named as irrevocable beneficiaries of the Army insurance policy now held by Husband to secure the survivor benefits

of Husband's disability pension for the children of the parties.

Husband shall provide, upon reasonable request, proof of said policies and proof of payment of premiums to Wife.

In the event wife is entitled to and is provided life insurance through her employment at no cost to her, she shall name the children as beneficiaries.

PERSONAL PROPERTY

Wife shall retain as her sole and exclusive property, free and clear of all right, title, interest or claim of Husband, all of those items of personal property presently in her possession; and any bank accounts of which she is named as sole owner. Wife shall also retain any life insurance policies in her name.

Wife shall retain as her sole and exclusive property, the 1990 Honda Accord LX, presently in Husband's possession. Wife shall further assume any indebtedness incurred thereon and shall hold Husband harmless.

Husband shall retain as his sole and exclusive property all of those items of personal property presently in his possession; and, any bank accounts on which he is named as owner.

Husband shall retain as his sole and exclusive property, the 1989 Volvo, presently in Wife's

possession. Husband shall further assume any indebtedness incurred thereon and shall hold Wife harmless.

REAL PROPERTY

The parties have acquired during their marriage certain real property known as 1952 Dorset Drive, Wheaton, DuPage County, Illinois.

Upon the entry of Judgment herein, the Husband shall quit claim all of his right, title and interest in the marital residence to the Wife and the Wife shall cooperate with the Husband in having the Husband's name removed from the mortgage, if mortgagor allows same. In no case, however, shall the Husband's name remain on the mortgage after the mortgage maturity date of May 26, 1993, or subsequent to the termination of his obligation for maintenance, which occurs first. Upon the first to occur of either event if the Husband's name is not removed from the mortgage, the Wife must sell the marital residence. Upon the entry of Judgment herein, the Wife shall have sole and exclusive possession of the marital residence and the Wife shall be solely responsible to pay for all mortgage, utilities, real estate taxes, usual monthly assessments and all other maintenance and all other costs, expenses and payments associated with the residence which are not expressly provided for elsewhere herein.

DEBTS AND OBLIGATIONS

Each party shall save and hold the other party free, harmless and indemnified against all debts, liabilities and obligations of every kind and nature whatsoever which were incurred by each respective party for himself or herself for necessities or otherwise since the date of separation, of the parties, or may be incurred hereafter by each respective party for himself or herself. Each shall be responsible for and pay their own credit card accounts in their own name.

Husband shall be responsible for and pay the Citibank Line of credit at \$3,000.00 and any and all credit cards and other debts in his name since the separation of the parties and shall hold Wife harmless and indemnified for same.

Wife shall be responsible for and pay her Spiegel charge account of approximately \$500.00; her Neiman Marcus account; the Marshall Field's charge account of approximately \$160.00; the Core States Visa of approximately \$4,000.00 and other debts in her name incurred since the separation and shall hold husband harmless and indemnified for same.

If either party fails to pay any debt assumed hereunder, the other party shall have the right, among other remedies, to make payments in connection therewith and shall be entitled to a like amount from the defaulting party together with costs, expenses, and reasonable attorney's fees.

The parties each warrant to the other that they have fully disclosed to the other all debts due and owing as of the date of this Agreement and shall be respectively responsible for any undisclosed debt.

MAINTENANCE

Husband shall pay to Wife as and for her maintenance the sum of \$800.00 every two weeks for three (3) years commencing at the time of the entry of Judgment for Dissolution of Marriage. Said maintenance is non-reviewable and shall terminate upon the first of the following to happen: the wife's death; the Wife's cohabitation with a non-related person of the opposite sex; the Wife's remarriage; or three (3) years from the date of the entry of Judgment herein. Upon the first of the foregoing to occur, Wife waives any and all right to maintenance or alimony except as set forth herein and will be forever barred from same.

Husband waives, upon the effective date of this Agreement, any and all right to maintenance or alimony.

METROPOLITAN FIBER SYSTEMS, INC. INCENTIVE RIGHTS PROGRAM

Husband is enrolled in the Metropolitan Fiber Systems, Inc. Incentive Rights Program and has accumulated in excess of TEN THOUSAND (10,000) shares of incentive rights which are partially vested and partially due for pay out sometime in 1993. The

value of said incentive rights is unknown at this time and is dependent upon the financial performance of the company, but in no event is the value less than one dollar (\$1.00) per right. Husband shall pay to Wife the sum of FOUR THOUSAND, ONE HUNDRED FORTY THREE and 50/100 DOLLARS (\$4,143.50) as and for her marital property interest in said incentive rights and Wife shall waive any and all rights in and to any incentive rights awarded to Husband now or in the future.

PENSION PLAN

ARMY\VETERANS' ADMINISTRATION
 DISABILITY RETIREMENT PAY - The Parties agree that based upon the Court's ruling that 37.2% of Husband's Army Disability Retirement pay and V.A disability pension is marital that Wife shall receive an amount equal to 18.6% of Husband's Army Disability Retirement pay and 18.6% of Husband's V.A disability pension payable to Wife pursuant to the applicable sections of the Uniformed Services Former Spouses Protection Act. If for any reason the United States Army and the V.A. will not withhold the appropriate amounts and send them directly to Wife then Husband shall pay directly to Wife 18.6% of his Army Disability Retirement pay and 18.6% of his V.A Disability Pension each and every month upon entry of Judgment For Dissolution for as long as he receives said pay.

The Husband specifically agrees that for purposes of the calculation of child support benefits,

his share of the Army / Veterans' Administration Disability Retired Pay is includable as part of his net income against which to apply the Illinois Statutory child support guidelines.

The parties each have an Individual Retirement Account (IRA) and each waives any and all interest which he/she may have in the other's account. In order to equalize the value of the Parties' IRA accounts, the sum of \$3,250.00 will be rolled over into Wife's IRA account from Husband.

Excluding the aforementioned the Husband shall have the sole right, title and interest in any profit-sharing and retirement plan now or hereinafter made available to him including but not limited to past, present, and future contributions, profits, income, interest and principal whether contributed by employee or employer or both whether unvested, partially vested or fully vested, free and clear of any and all claims of Wife. Wife waives any interest, either directly or indirectly in Husband's retirement plan other than the aforementioned.

Wife shall have the sole right, title and interest in any profit-sharing and retirement plan now or hereinafter made available to her including but not limited to past, present, and future contributions, profits, income, interest and principal whether contributed by employee or employer or both whether unvested, partially vested or fully vested, free and clear of any and all claims of Husband. Husband

waives any interest, either directly or indirectly in Wife's retirement plan.

INCOME TAX DEPENDENTS

Wife shall claim both minor children, [REDACTED] and [REDACTED], as a dependant on her income tax returns so long as Husband is paying the Wife maintenance. Upon termination of maintenance, Wife shall claim [REDACTED] as and for her dependent on her income tax returns, and Husband shall claim [REDACTED] as and for his dependent on his income tax returns. The Parties shall cooperate in the execution of form 8322 to allow the proper party to claim the aforementioned deductions.

ATTORNEY'S FEES

Husband shall pay his own Attorney's **fees** and costs and, in addition, shall contribute \$10,000.00 towards the Wife's Attorney's fees to ELIZABETH L KRUEGER, P.C.

Wife shall pay any other additional or remaining Attorney's fees and costs to her own Attorney which may accrue in this matter.

IN WITNESS WHEREOF, Husband and Wife hereunto set their respective hands and seals.

6/4/92
DATE

Elsa M. Tronsrue
ELSA M. TRONSRUE

6/4/92
DATE

George Tronsrue
GEORGE TRONSRUE

EXHIBIT A

Husband is entitled to the following visitation if the children are out of state:

1. Weekend visitation: Two weekends each month with one weekend to be at the home of Husband. The weekend at the home of Husband shall be the 2nd weekend of each month.

2. Spring break from school each year shall be spent with Husband at his residence.

3. On all even numbered years Husband shall have the Children residing with him from Christmas day until the day before they return to school. On all odd numbered years Husband shall have the children residing with him from the day after they get out of school until Christmas day.

4. Summer vacation: During the summer vacation period Husband shall have the children at his residence for a period of four (4) or six (6) consecutive weeks taking into consideration the children's scheduled activities and wishes. Husband shall consult with Wife no later than March 15 of each year to determine a summer visitation schedule. Both

Husband and Wife shall agree upon summer visitation and summer camp. Visitation shall not conflict with children's summer activities including other vacations and summer camp.

5. Telephone and Mail access: The Husband and the children shall have direct telephone access to one another at all reasonable and appropriate times. The Husband and the children shall have unimpeded access to one another through the mail at all times.

6. Husband shall have such other and further visitation as the parties agree.

EXHIBIT B

Husband is entitled to the following visitation, at a minimum, if the children are in the state of Illinois:

1. Weekday visitation: One one weekday of each week from 4:00 p.m. to 8:30 p.m.

2. Weekend visitation: On alternating weekends, commencing at 6:00 p.m. on Friday evening to 6:00 p.m. on Sunday evening.

3. Legal or school Holidays: The Husband shall have visitation on alternating holidays as recognized by the children's school, to include:

Even-numbered years

Odd-numbered years

Martin Luther King's Birthday	New Year's Day
Washington's Birthday	Lincoln's Birthday
Memorial Day	Good Friday
Labor Day	Independence Day
Veteran's Day	Columbus Day
	Thanksgiving Day

Visitation on the above legal or school holidays shall be from 9:00 a.m. to 6:00 p.m.

The above holidays, etc., shall take precedence over weekend visitation, but in such event, Husband shall have a make-up weekend of visitation.

4. Summer vacation: During the summer vacation period for a period of four (4) consecutive week\$ beginning at 9:00 a.m. of the first day and ending at 8:30 p.m. of the last day. Husband shall consult Wife not less than six (6) weeks prior to requesting said visitation. Both Husband and Wife shall agree upon summer visitation and summer camp. Visitation shall not conflict with children's summer activities including other vacations and summer camp.

5. Division of the Christmas vacation: For the purpose of celebration of Christmas, the Christmas vacation shall be divided between the Parties as nearly equal as possible, alternating the times each year.

6. Spring or Easter Vacation: Even numbered years beginning at 9:00 a.m. of the first day following the start of said vacation as celebrated in the schools attended by the children in the community where said children reside and ending at 5:00 p.m. on the day before said vacation terminates.

7. Telephone and Mail access: The Husband and the children shall have direct telephone access to one another at all reasonable and appropriate times. The Husband and the children shall have unimpeded access to one another through the mail at all times.

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