

DORIS H. BROWN

TRUST NO. 1

THIS AGREEMENT, made and executed this 20th day of April, 1994, by DORIS H. BROWN, of 10542 Texas Ct., Orland Park, Illinois 60462, hereinafter called the "Grantor," has transferred to herself, DORIS H. BROWN, as trustee, the property listed in the attached schedule, and declares that DORIS H. BROWN so holds that property and all investments and reinvestments thereof and additions thereto (herein collectively referred to as the "trust estate") upon the following trusts:

FIRST: During her lifetime the trustee shall pay the income from the trust estate in convenient installments to herself as she may from time to time direct, and also such sums from principal as she may request at any time in writing.

If at any time or times DORIS H. BROWN should be unable to manage her own affairs, the trustee may use such sums from the income and principal of the trust estate as the trustee deems necessary or advisable for the care, support and comfort of herself, or for any other purpose the trustee considers to be for her best interest, adding to principal any income not so used.

For purposes of this declaration, DORIS H. BROWN shall be considered unable to manage her affairs, if she is under a legal disability or by reason of illness or mental or physical disability she is unable to give prompt and intelligent consideration to financial matters. The determination as to her inability at any time shall be made by her attorney, JAMES J. O'CONNELL, JR., of Oak Forest, Illinois, LENNART HOLMQUIST, and a physician agreed upon by them and the trustee may rely upon written notice of that determination.

SECOND: Upon DORIS H. BROWN's death, the trustee shall pay from the principal of the trust estate the expenses of her last illness and funeral, claims allowable against her estate, costs of administration including ancillary, and estate and inheritance taxes assessed by reason of her death, except that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property over which she may have power of appointment shall be paid by the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The trustee may make payment directly or the the legal representative of her estate, as the trustee deems advisable. DORIS H. BROWN hereby waives all rights of reimbursement for any payment made pursuant to this article.

Assets or funds otherwise excludable in computing Federal

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Estate Taxes shall not be used to make the foregoing payments, and life insurance proceeds shall be used only to the extent that other assets are not available. The trustee's selection of assets to be sold for that purpose or satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary.

The trustee shall make such elections under the tax laws the trustee deems advisable, without regard to the relative interest of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax laws made by the legal representative of her estate or by the trustees.

The succeeding articles of this declaration shall be subject to the trustee's making or providing for the foregoing payments.

THIRD: After DORIS H. BROWN's death the balance of the trust estate shall be held and disposed of as follows:

To to my children, namely: LENNART HOLMQUIST, born July 20, 1950; MEILYNN SMITH, born May 28, 1952; CAREY HOLMQUIST, born January 30, 1955; and CAROLYNN WHITMAN, born JULY 12, 1959, in equal value per stirpes.

FOURTH: Each share of the Trust which is distributed to a descendant who has not reached the age of 2318 years shall immediately vest in the descendant, but the trustee shall (a) establish with the share a custodianship for the descendant under a Uniform Gifts to Minor Act, or (b) retain possession of the share as a separate trust, paying to or for the benefit of the descendant so much or all of the income and principal of the share as the trustee deems necessary or advisable from time to time for his or her health, maintenance, and reasonable comfort, education and best interests, adding to the principal any income not so paid, and distributing the share to the descendant when he or she reaches the age of 2318 years or the the estate of the descendant if he or she dies before receiving the share in full.

FIFTH: The following provisions shall apply to the trust estate and to each trust under this declaration:

Section 1: If income or discretionary amount of principal become payable to a minor or to a person under legal disability or to a person not adjudicated disabled by who, by reason of illness or mental or physical disability, is in the opinion of the trustee unable properly to manage his or her affairs, then that income or principal shall be paid or expended only in such of the following ways as the trustee deems best: (a) to the beneficiary directly; (b) to a legally appointed guardian of the beneficiary; (c) to a custodian for the beneficiary under a Uniform Gifts to Minor Act; (d) by the trustee directly for the benefit of the beneficiary; (e) to an adult relative or friend in reimbursement for amounts

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properly advanced for the benefit of the beneficiary.

Section 2: The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

Section 3: Income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest.

Section 4: For convenience of administration or investment, the trustee may hold the several trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them. The trustee may consolidate any separate trust with any other trust with similar provisions for the same beneficiary or beneficiaries.

Section 5: The trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except the extent inconsistent herewith, those now or hereafter conferred by law:

(a) To retain any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, although not a type, quality or diversification considered proper for trust investments;

(b) To invest and reinvest the trust property in bonds, stocks, mortgages, notes, options, limited partnership interests or other property of any kind, real or personal, domestic or foreign, suitable for the investment of trust funds;

(c) To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the trust relationship;

(d) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the trustee's ability to retain or vote company securities,

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shall be voted as directed by me if living, otherwise by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganization, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received thereof;

(e) To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

(f) To borrow money from any lender, including a trustee hereunder individually or a parent or affiliate company, extend or review any existing indebtedness and mortgage or pledge any property in the trust;

(g) To sell at public or private sale, contract to sell, convey, exchange, transfer, and otherwise deal with the trust property and any reinvestment thereof, and to sell covered options from time to time for such price and upon such terms as the trustee sees fit;

(h) To employ agents, attorneys and proxies and to delegate to them such powers, discretionary or otherwise, as the trustee considers desirable, and to designate a deputy for a checking account, savings account or safe deposit box;

(i) To compromise, contest, prosecute or abandon claims in favor of or against the trust;

(j) To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for Federal income tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

(k) To deal with, purchase assets from, or make loans to the fiduciary of any trust made by me or any member of my family or a trust or estate in which any beneficiary under this declaration has an interest, though a trustee hereunder is the fiduciary, and to retain any property so purchased;

(l) To establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and

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depletion;

(m) To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election; and

(n) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

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Section 6: The trustee shall render an account of his receipts and disbursements and a statement of assets at least annually to DORIS H. BROWN if living, otherwise to each adult beneficiary then entitled to receive or have the benefit of the income from the trust. The trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust and any corporate successor trustee shall receive compensation for its services in accordance with its schedule of fees in effect from time to time. A trustee's regular compensation shall be charged against income during her lifetime and thereafter half against income and half against principal, except that the trustee shall have full discretion at any time or times to charge a larger portion or all against income.

Section 7: The trustee may in her discretion terminate and distribute any trust hereunder if the trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the trust. The trustee shall terminate and forthwith distribute any trust created hereby, or by exercise of a power of appointment hereunder, and still held 21 years after the death of the last to die of DORIS H. BROWN and the beneficiaries in being at her death. Distribution under this section shall be made to persons then entitled to receive or have the benefit of the income from the trust in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

Section 8: DORIS H. BROWN may resign as trustee at any time by written notice to her attorney, JAMES J. O'CONNELL, JR., or LENNART HOLMQUIST. After my resignation, death or inability to manage my affairs, then LENNART HOLMQUIST, MEILYNN SMITH, CAREY HOLMQUIST, and CAROLYNN WHITMAN shall be joint successor trustees. In the event that one of the children fails or is unable to act, then the survivor(ors) of them shall be successor trustee(s). In the event that all fails or are unable to act, then Heritage Bank of Tinley Park, shall be successor trustee. shall be successor trustee.

Any successor trustee may resign at any time by written notice to DORIS H. BROWN if living, otherwise to each beneficiary

then entitled to receive or have the benefit of the income of the trust. In case of the resignation, refusal or inability to act of any successor trustee acting or appointed to act hereunder, she, if living, otherwise the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, shall appoint another successor trustee. DORIS H. BROWN may cancel this trust by serving written notice to her attorney, JAMES J. O'CONNELL, JR., or LENNART HOLMQUIST.

Every successor trustee shall have all the powers given the originally named trustee. No successor trustee shall be personally liable for any act or omission of any predecessor. With DORIS H. BROWN's approval if she is living, otherwise with the approval of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, a successor trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor trustee without incurring any liability for so doing, except that a successor to me as trustee shall without approval accept the assets delivered to the successor trustee as constituting all of the property to which the successor trustee is entitled and shall not inquire into her administration or accounting as trustee.

The parent or guardian of the beneficiary under disability shall receive notice and have authority to act for the beneficiary under this section.

No trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court.

Section 9: In disposing of any trust property subject to a power to appoint by will, the trustee may rely upon an instrument admitted to probate in any jurisdiction and the will of the donee or may assume that he or she died intestate if the trustee has no notice of a will within 3 months after his or her death.

Section 10: With respect to any policy of life insurance under which the death benefits are made payable to the trustee:

(a) The owner or owners thereof reserve all available benefits, privileges, payments, dividends, surrender values, options and elections, including the right at any time or times to change the beneficiary, to pledge or assign the policy or its proceeds as collateral security for any loan which the owner or owners may obtain from any lender, including a trustee hereunder individually or a parent or affiliate company, and to withdraw the policy if deposited with the trustee, without any duty on the trustee to see to its return.

(b) The trustee need not pay or see to the payment of premiums or assessments on the policy.

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(c) Upon the death of the insured thereunder the trustee shall take such action as the trustee deems best to collect the policy proceeds, paying the expense thereof from the trust estate, but the trustee need not enter into or maintain any litigation to enforce payment on the policy until indemnified to the trustee's satisfaction against all expenses and liabilities to which the trustee might thereby be subjected. The trustee may release the insurance company from its liability under the policy and make any compromise which the trustee deems proper.

(d) The trust shall be operative with respect to the proceeds of the policy at the death of the insured thereunder, after deducting all charges by way of advances, loans, or otherwise in favor of the owner or owners or any other person.

FIFTH: The law of the State in which the trust property shall from time to time have its situs for administration shall govern the validity and interpretation of the provisions of this declaration.

SIXTH: DORIS H. BROWN may transfer or bequeath additional property to the trustee to be held under this declaration and may designate the trust to which the property shall be added. If the addition is made by will, the trustee shall accept the statement of the legal representative that the assets delivered to the trustee constitute all of the property to which the trustee is entitled, without inquiring into the representative's administration or accounting.

SEVENTH: DORIS H. BROWN may at any time or times during her lifetime by instrument in writing delivered to the trustee amend or revoke this declaration in whole or in part. The trust property to which any revocation relates shall be conveyed to her or otherwise as she directs. This power is personal to her and may not be exercised by her legal representative or others.

IN WITNESS WHEREOF, DORIS H. BROWN has signed this declaration this 20<sup>th</sup> day of APRIL, 1994



DORIS H. BROWN

SOCIAL SECURITY NO. 338-26-6230.

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