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REVOCABLE

TRUST AGREEMENT

I, BEN W. MARTIN, of Barrington, Illinois, have caused or will cause HARRIS TRUST AND SAVINGS BANK of Chicago, Illinois, as trustee, to be named as beneficiary under certain policies of life insurance as set forth in Schedule A, hereto attached, the proceeds of which (together with the proceeds of any other policies of life insurance, cash or other property which hereafter, with its consent, may be transferred, devised or bequeathed to it by me or any other person) the said trustee agrees to hold subject to the following terms and conditions.

ARTICLE I

Designation of Trust

This trust shall be known as the "BEN W. MARTIN INSURANCE TRUST," dated October 10, 1963" and may also be designated by such number as the trustee may determine.

ARTICLE II

Dispositive Provisions

2.01 If my wife shall survive me, the trustee shall divide the trust estate into two separate trusts to be designated Trust A and Trust B. The trustee shall set aside and transfer to Trust A an amount, if any, (determined in

accordance with the provisions of the Internal Revenue Code in effect at the time of my death), equal to (i) one-half ✓ of my adjusted gross estate, in the event my adjusted gross estate exceeds \$120,000, or (ii) the amount of my adjusted gross estate in excess of \$60,000, in the event my adjusted gross estate shall be less than \$120,000, as the case may be, less in either of such instances, the aggregate value of all interests in property included in my gross estate (other than any interests transferred to Trust A under this paragraph), which shall be considered as interests in property passing or having passed to my wife and with respect to which the marital deduction could be allowed. Trust B shall consist of the remaining fractional share of the trust estate, together with all non-qualifying assets, if any.

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2.02 If my wife shall not survive me, Trust B shall consist of the entire trust estate.

2.03 For purposes of this Article, it shall be presumed that my wife survived me if there is insufficient evidence that my said wife and I died otherwise than simultaneously.

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2.04 The income from Trust A beginning with the date of my death shall be paid to my wife in installments not less frequently than quarterly. In addition, the trustee shall pay to my wife from the principal of Trust A such amounts as she may from time to time request.

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2.05 If the amount payable to my wife under the provisions of the preceding paragraphs of this Article shall be insufficient to provide adequately for her support, maintenance and welfare, taking into consideration her

manner of living during my lifetime and funds available to her from all other sources known to the trustee, the trustee may pay her from the principal of Trust A such sum or sums deemed advisable for such purposes. The judgment of the trustee shall be binding and conclusive upon all persons.

2.06 Upon the death of my wife, Trust A, including income, shall be distributed to or in trust for such person or persons or to the estate of my said wife, free of all trusts created hereunder, in such manner and in such proportions as she may designate and appoint in and by her last will, making specific reference to the power hereby conferred. Such power of appointment shall be exercisable by my said wife exclusively and in all events. The trustee may rely upon an instrument admitted to probate in any jurisdiction as the last will of my wife but if it has no written notice of the existence of such a will within a period of three months after her death, it may assume that she died intestate.

2.07 Any part of Trust A, including income, which remains undistributed under the preceding provisions of this Article shall be added to Trust B and thereafter held and administered as a part of Trust B in the same manner as though my wife had predeceased me and I had died immediately following her death.

2.08 Should my wife survive me, the entire net income from Trust B shall be paid to her in installments not less frequently than quarterly so long as she may live. In addition, after Trust A shall have been exhausted, the trustee shall pay to my wife from the principal of Trust B such amounts as she may from time to time request but not to

exceed Five Thousand Dollars (\$5,000) during any calendar year. If the payments to my said wife under the terms of this paragraph shall be insufficient to provide adequately for her support, maintenance and welfare and the support, maintenance, welfare and education of any of my children who may be dependent upon her, taking into consideration her and their manner of living during my lifetime and funds available from all other sources known to the trustee, the trustee may pay out of the principal of Trust B such sum or sums as may be required for such purposes; provided, however, the trustee shall not encroach upon the principal of Trust B for the support, maintenance or welfare of my said wife unless Trust A shall have been completely exhausted.

2.09 Upon the death of the survivor of my said wife and myself, Trust B shall be administered and distributed in the following manner:

(a) Until my youngest child at any time surviving shall attain the age of twenty-five (25) years, the trustee shall distribute to or for the benefit of my then living descendants so much or all of the net income and principal of Trust B as the trustee in its sole discretion may deem necessary to provide for the support, education and emergency needs of any one or more of them. The trustee need not equalize distributions among my descendants but may give consideration to my desire that the trust estate be utilized for the primary purpose of affording substantially equal educational opportunities for each of my children and to defray, in whole or in part, the extraordinary expenses of any one or more of my descendants resulting from accident, illness or infirmity. Any income not distributed hereunder shall be added to principal and invested as a part thereof.

(b) When my youngest child at any time surviving shall attain the age of twenty-five (25) years, the trustee shall divide the trust estate into as many equal shares as shall be required to distribute one such share to each child of mine then living and one such share to the then living descendants, per stirpes, of

each deceased child. If any such descendant shall be under the age of twenty-one (21) years, his or her share of the trust estate shall be vested in him or her but possession thereof shall be postponed and only so much of the net income and principal shall be paid to him or her as the trustee may deem necessary to provide for his or her support, maintenance, welfare and education until he or she shall attain such age. Any excess income may be added to principal and invested as part thereof.

(c) Upon the death of all of my children before the youngest of them at any time surviving shall have attained the age of twenty-five (25) years, the trust estate shall forthwith be distributed to my then living descendants, per stirpes. If any descendant shall not then have attained the age of twenty-one (21) years, his or her share shall be vested, administered and ultimately distributed in the manner provided in subparagraph (b) of this paragraph.

ARTICLE III

3.01 It is my intention that the comfort and welfare of the income beneficiaries shall be given priority over the conservation of the trust estate for the benefit of remaindermen. Accordingly, if the income of the share allotted to any beneficiary hereunder shall be insufficient to provide for the support, maintenance, welfare and education of such beneficiary the trustee may pay such sum or sums from the principal of such share as may be required for such purposes. However, it is not my intention to encourage extravagance or indolence on the part of any beneficiary; therefore, before making such principal payments, the trustee may take into consideration the income and resources of the beneficiary together with any other factors which the trustee may deem pertinent, but the trustee need not require the exhaustion of personal resources as a condition to granting relief under this paragraph.

3.02 For purposes of this agreement a person legally adopted shall be considered in all respects as a natural child of the adopting parent.

3.03 Irrespective of other provisions of this agreement, after the death of the survivor of my wife and myself, the trustee may terminate any trust or share thereof which shall not amount to Fifteen Thousand Dollars (\$15,000) if, in its sole judgment, such action shall be deemed to be for the best interest of the beneficiary or beneficiaries. In case of such termination, the trustee shall either (a) distribute forthwith the terminated share to the income beneficiaries thereof in proportion to their interests in income at the time of such termination; or (b) purchase and deliver to the beneficiaries in proportion to their interests in income at the time of such termination a policy or policies containing life, annuity or endowment features, or a combination thereof, in such form, upon such life or lives, and upon and subject to such other terms and conditions as the trustee shall deem proper and for the best interests of the several beneficiaries thereof. Upon such distribution and delivery the said trust or share shall terminate and the trustee shall not be liable or responsible to any person or persons whomsoever for its action, nor shall it be liable for failing or refusing at any time to terminate a share of the trust estate as authorized by this paragraph.

3.04 Irrespective of any other provision of this agreement, if any share of the trust estate should still be held in trust at the expiration of a period of twenty-one (21) years after the death of the last survivor of the designated beneficiaries hereunder in being at the date of

this agreement, such share shall thereupon immediately vest in and be distributed to the income beneficiaries in proportion to their interests in income at such time.

3.05 Irrespective of other provisions of this agreement, if the trustee deems the income payable to a minor to be in excess of his or her requirements, the trustee may pay to or for the benefit of such beneficiary only so much thereof as shall be reasonably required for his or her support, maintenance, welfare and education. The balance of such income may be added to the principal of such share and invested as a part thereof.

3.06 Current income accrued or collected but not distributed at the death of any income beneficiary, subject to the right heretofore given my wife to appoint the income of Trust A, shall be payable as income to the beneficiaries entitled to the next estate or interest. The trustee may, however, charge thereto any accrued taxes, expenses or compensation of the trustee which the trustee considers proper.

3.07 The trustee is authorized to acquire by purchase, exchange or otherwise, real or personal property from the executor, administrator or testamentary trustee of my estate although such property may not be of the character prescribed by law or by the terms of the trust instrument for the investment of trust funds and although the acquisition of such property may result in a large percentage or all of the trust estate being invested in one class of property. The trustee is expressly authorized to retain the property so acquired as long as the trustee shall deem advisable; to make secured or unsecured loans to the executor, administrator or

testamentary trustee of my estate upon such terms as the trustee shall deem advisable. The trustee shall not, however, acquire any property for Trust A which would not qualify for the marital deduction. In any dealings with the personal representative of my estate the trustee may rely upon the statements of such representative as to all material facts.

3.08 Until the trustee shall receive written notice of any birth, marriage, death or other event upon which the right to payments from this trust may depend, the trustee shall incur no liability for disbursements made in good faith to persons whose interest may have been affected by that event.

3.09 If the trustee shall be compelled for any reason during the existence of this trust or thereafter to pay any tax or penalty with respect thereto, the trustee shall be reimbursed from the trust estate; or, if the trust estate be then insufficient or terminated, the trustee shall be reimbursed by the persons to whom the trust estate shall have been distributed, to the extent of the amount received by each distributee. Before making any distribution of either income or principal the trustee may accordingly require a refunding agreement or may withhold distribution pending determination or release of any tax lien.

3.10 All payments of income or principal shall be made to the respective beneficiaries in person, upon their personal receipts, or may at their direction be deposited in any bank to the credit of such beneficiary in any account carried in his or her name or jointly with another or others. No such payments shall be grantable, transferable or otherwise assignable in anticipation of payment thereof in whole or in

part by the voluntary or involuntary acts of any such beneficiaries or by operation of law and shall not be subject to any obligation of such beneficiaries. Payments to an incompetent beneficiary may be made in such of the following ways as in the trustee's opinion will be most desirable: (a) directly to such beneficiary; (b) to his or her legal representative; (c) to some near relative or friend; or (d) by the trustee using such payment directly for the benefit of such beneficiary.

3.11 A person shall be deemed "incompetent" if a minor, if under legal disability or if incapacitated so as to make it impossible or impracticable to give prompt and intelligent consideration to business matters. The trustee may act upon such evidence as the trustee shall deem appropriate and reliable without liability by reason thereof.

3.12 If my said wife shall be incompetent, the trustee may pay to or expend for the use and benefit of any of my descendants and their spouses as much of the principal of Trust B as in its opinion may be reasonably necessary or desirable for their respective needs.

3.13 The situs of the trust estate may be transferred to such other place as the trustee may deem to be for the best interests of the trust estate. In so doing the trustee may resign and appoint a successor trustee but may remove each successor trustee so appointed and appoint another, including itself, at will. Each successor trustee so appointed may delegate any and all trustee powers, discretionary and ministerial, to the appointing trustee as its agent.

3.14 Any trustee may resign by giving ten days' written

notice to each income beneficiary not under legal disability, or, if there is no such beneficiary, to the legal guardian or conservator, if any, otherwise to a parent, of each income beneficiary under legal disability, and if such trustee shall have been appointed by the original trustee, then also to the original trustee. For the purpose of this agreement, the term "income beneficiary" shall mean a person then entitled to income from the trust estate whether in the discretion of the trustee or otherwise. A majority in interest of the persons entitled to such notice may remove a trustee by giving ten days' written notice to such trustee, may fill such vacancy or any vacancy caused by the resignation of a trustee and may, without liability to themselves, approve the accounts and give full release and discharge to any such removed or resigning trustee which shall be binding upon all persons whomsoever. Each successor trustee appointed under this provision must be a corporation situated in the continental United States of America and have capital of not less than one million dollars.

3.15 The title to the trust estate shall vest forthwith in any successor trustee acting pursuant to the foregoing provisions hereof but any resigning or removed trustee shall execute all instruments and do all acts necessary to vest such title in any successor trustee of record without court accounting. A successor trustee shall have no duty to examine the accounts, records and acts of the previous trustee or trustees and shall in no way or manner be responsible for any act or omission to act on the part of any previous trustee. Any claim or action against any previous trustee must in any event be asserted or filed by any beneficiary within one (1)

year after the appointment of a successor trustee.

3.16 Any successor to the business of said Harris Trust and Savings Bank, whether by reorganization or otherwise, shall succeed as trustee with like effect as though originally named as such.

3.17 Each successor trustee hereunder shall have, exercise and enjoy all of the rights, privileges and powers, both discretionary and ministerial, as are herein and hereby given and granted unto the original trustee and shall incur all of the duties and obligations imposed upon the said original trustee; provided, however, that if appointed by the original trustee such successor trustee shall have no power to appoint a successor.

ARTICLE IV

Powers and Duties of Trustee

4.01 The trustee shall have no responsibility for the payment of any premiums or assessments upon any policies of life insurance under which it may be named beneficiary, and shall not be required to ascertain or to notify any person as to the status thereof.

4.02 Upon being advised of my death, the trustee shall diligently endeavor to collect the proceeds of policies of insurance payable to it including the commuted value under family income policies, if any. The trustee may institute any necessary legal proceedings and compromise and adjust claims arising out of the said policies. The trustee, however, shall be under no duty or obligation to institute any legal proceeding to enforce payment unless indemnified to its satisfaction. The trustee shall have a lien on the

trust estate for its expenses in making such collection, including reasonable attorney's fees and reasonable compensation for its services in making such collection.

4.03 In addition to any authority given or conferred by law, and subject only to the duty to apply the proceeds and avails of the trust property to the purposes herein specified, the trustee may perform every act in the management of the trust estate and the several shares thereof (including any share vested in a person under age 21) which individuals may perform in the management of like property owned by them free of any trust, including by way of illustration the following:

(a) To sell, grant options to purchase, exchange or alter assets of the trust estate or any of them; to enter into any contract without personal liability thereon;

(b) To invest and reinvest all funds from time to time available for investment or reinvestment in any kind of property, real or personal, as the trustee shall deem proper and for the best interests of the trust estate, including by way of illustration: bonds, interests in any amount in common trust funds established by the trustee, stocks of any class, mortgages and other investments and property whether currently producing income or not;

(c) To retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised or bequeathed to the trustee for such time as the trustee shall deem advisable although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of other trust assets and although it represents a large percentage or all of the trust estate; said original property may accordingly be held as a permanent investment;

(d) To lease property upon any terms or conditions and for any term of years although extending beyond the period of any trust hereunder;

(e) To insure, improve, repair, alter and partition real estate, erect or raze improvements, grant easements, subdivide, dedicate to public use;

(f) To cause any of the investments to be registered in the trustee's name or in the name of a nominee; any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investment submitted for transfer;

(g) To delegate powers, discretionary or otherwise, for any purpose to one or more nominees or proxies with or without power of substitution; to consent to and to take any action deemed necessary to obtain the benefit of the reorganization, consolidation, readjustment of the financial structure or sale of the assets of any corporation or other organization and to accept and retain the securities or other property resulting therefrom as a part of the trust estate;

(h) To settle, compromise, contest or abandon claims or demands in favor of or against the trust estate;

(i) To borrow money from any lender including the trustee, assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(j) To determine, irrespective of any statute or rule of law, how receipts and disbursements, including the fee of the trustee, shall be credited, charged or apportioned as between income and principal, and the decisions and accounts of the trustee shall be binding on all persons in interest;

(k) To determine the market value of any investment of the trust estate for any purpose on the basis of such quotations, evidence, data or information as the trustee may deem pertinent and reliable without any limitation whatever; to distribute in cash or in kind upon partial or final distribution;

(l) To deal in every way and without limitation or restriction with the executor, trustee, or other representative of any trust or estate in which any beneficiary hereunder has any existing or future interest (even though the trustee is acting in such other capacity) without liability for loss or depreciation resulting from such transactions;

(m) To pay all costs, charges and expenses of the trust estate together with reasonable compensation for the trustee's services hereunder, including services in whole or partial distribution

of the trust estate; to employ and compensate from the trust estate such agents, assistants and attorneys as in the trustee's judgment shall be necessary to protect and manage the trust property;

(n) To pay or compromise all taxes, including interest or penalties thereon, if any, pertaining to the current administration of the trust estate which may be assessed against it or against the trustee on account of the trust estate or the income thereof;

(o) To consolidate for purposes of investment and administration any two or more trusts established hereunder into a single common fund, and assign proportionate undivided interests therein to the respective trust estates;

(p) To charge any premium on investments solely against principal;

(q) To drill, mine and otherwise operate for the development of gas, oil and other minerals; to enter into contracts relating to the installation and operation of absorption and repressuring plants; to place and maintain pipe lines, telephone and telegraph lines; and to execute oil, gas and mineral leases, division and transfer orders, grants and other instruments of every kind and character containing such provisions as the trustee considers appropriate with full power to lease or sell any assets.

4.04 Should any asset of the trust estate be or become unproductive the trustee shall, upon the written direction of the adult beneficiary or beneficiaries, convert such unproductive asset into income-producing property within a reasonable time.

4.05 No person dealing with the trustee shall be obliged to inquire as to the trustee's powers or to see to the application of any money or property delivered to the trustee. The trustee need not obtain authority or approval of any court in the exercise of any power conferred hereunder, make current reports or accountings to any court nor furnish a bond for the proper performance of any duties hereunder.

ARTICLE V

Reserved Rights

5.01 The following rights and powers are hereby reserved to myself and to any other owner of insurance made payable to the trustee:

(a) To demand the return of any and all policies of insurance or annuity contracts delivered to the trustee and to change the beneficiary named therein, whereupon said policies shall cease to form a part of the corpus of this trust;

(b) To withdraw and to hold any policy on temporary receipt for any purpose but any such policy shall nevertheless remain a part of the trust estate;

(c) To receive all benefits, privileges, payments, dividends and surrender values, to exercise all options and elections available under the respective policies or annuity contracts, including the right to borrow from any lender, including the trustee, and to pledge the same as security for such loans, it being my intention that this trust shall be operative only with respect to the net proceeds of such policies payable on my death after deduction of all charges against such policies by way of advances, loans or otherwise;

5.02 In addition, I hereby reserve to myself the following rights and powers:

(a) To revoke this agreement and the trust hereby evidenced in whole or in part upon written notice to the trustee whereupon the trust estate or the part affected by such revocation shall be distributed to me;

(b) To change or modify the terms hereof from time to time; providing, however, that the duties and liabilities of the trustee shall not be changed without its consent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, in triplicate, this 12 day of October, 1963, and said Harris Trust and Savings Bank, to evidence its

acceptance of the trusts hereby imposed, has caused these presents to be signed on said date by its duly authorized officer.

Ben W. Martin (SEAL)
Ben W. Martin

HARRIS TRUST AND SAVINGS BANK

By: John A. Kuhn
Vice President

ATTEST:

William C. ...
Assistant Secretary

BEN W. MARTIN INSURANCE TRUST
DATED OCTOBER 10, 1963

SCHEDULE A

<u>Policy Number</u>	<u>Name of Company</u>	<u>Face Amount</u>
W17407780	National Service Life Insurance	\$10,000
Grp. Pol. 7262 & 7262D Ctf. B-101	Equitable Life Assurance Society of the United States	30,000

BEN W. MARTIN INSURANCE TRUST
DATED OCTOBER 10, 1963

SCHEDULE A

<u>Policy Number</u>	<u>Name of Company</u>	<u>Face Amount</u>
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Grp. Pol. 7262 & 7262D Ctf. B-101	Equitable Life Assurance Society of the United States	30,000