

**PAGANO IRREVOCABLE
FAMILY TRUST**

This Trust Agreement, made this 8th day of December, 2014 by Thomas A. Pagano, a resident of DuPage County, Illinois, (hereinafter referred to as the "Creator") and Frank W. Bastian as Trustee (hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, the Creator desires to create a Trust of the property hereinafter specified for the purposes hereinafter set forth and the Trustee has consented to accept and perform said Trust in accordance with such terms.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Creator and Trustee hereby agree as follows:

1. **NAME OF TRUST.**

This Trust shall be known as the "Pagano Irrevocable Family Trust."

2. **TRANSFER IN TRUST.**

The Creator has transferred and delivered to the Trustee the property listed and described in Schedule "A" attached hereto and made a part hereof. The Trustee, by execution of this instrument, acknowledges receipt thereof. These properties, together with any other property which may hereafter be conveyed to the Trustee subject to this Trust, shall constitute the Trust estate and shall be held, administered and distributed by the Trustee as provided herein.

3. **ADDITIONS TO TRUST ESTATE.**

The Creator shall have the right at any time to add to this Trust, by inter vivos transfer or by will, properties in addition to those described in Schedule "A" and such properties shall be governed by the provisions of this Agreement as if originally included hereunder.

4. **IRREVOCABILITY.**

This Agreement is irrevocable. The Creator acknowledges that he has no right or power to alter, amend, revoke, or terminate this Trust or any of the terms of this Agreement.

5. **DISTRIBUTIONS DURING CREATOR'S LIFETIME.**

The Trustee shall distribute the income of the Trust to or for the benefit of the Creator at least quarterly.

6. **DEATH OF CREATOR.**

At the death of the Creator, this Trust shall terminate and the rest, residue and remainder of this Trust shall be distributed to the Creator's son, Louis Valentine Pagano II. If Louis Valentine Pagano II shall predecease the Creator, his share shall be distributed equally to his issue by right of representation.

7. **POWERS AND DUTIES OF TRUSTEE.**

(a) **General Powers.** The Trustee of this Trust shall have all of the powers granted to Trustees under Illinois law, as presently existing and as hereafter amended, and any other laws applicable to the Trust created under this Agreement, and is empowered to do all things necessary or convenient for the orderly administration of this Trust or any Trust created hereunder.

(b) **Distributions to Minor or Incompetent Beneficiaries.** The Trustee, in his reasonable discretion, may make any distribution required or permitted to be made to a beneficiary under this Trust agreement, in any of the following ways when a beneficiary is a minor or a person who is incapacitated in the absolute and uncontrolled judgment of the Trustee by reason of legal incapacity or physical or mental illness or infirmity:

(i) to the beneficiary directly;

(ii) to the guardian of the beneficiary's person or estate;

(iii) by utilizing the same, directly and without the interposition of any guardian, for the health, support, maintenance, or education of the beneficiary;

(iv) to a person or financial institution serving as Custodian for the minor beneficiary; or

(v) by reimbursing the person who is actually taking care of the beneficiary (even though such person is not the legal guardian) for expenditures made by such person for the benefit of the beneficiary; and the written receipts of the persons receiving such distributions shall be full and complete acquittances to the Trustee.

(c) **Trust Records.** The assets, books of account and records of any Trust created hereunder shall be available for inspection at any time during business hours by the Creator, by the beneficiary, or by any person or persons designated by any one of them. The Trustee shall furnish written statements at least annually showing the itemized receipts and disbursements of income and principal of the Trust, and otherwise reflecting the condition thereof, to the Creator, while he is living, and after his death, then to the beneficiary,

(d) **Liability of Trustee.** The Trustee may rely upon the written opinion of a competent attorney, any facts stated in any instrument in writing and reasonably believed true or any other evidence deemed sufficient. No Trustee shall incur any liability for any action such Trustee may take, or for the failure of such Trustee to take any action, if done in good faith and without gross negligence.

(e) **Power to Borrow Money, Pledge Assets and Guaranty Creator Debt.** The Trustee may borrow money from any source (including any fiduciary hereunder), to extend or renew any existing indebtedness, mortgage or pledge any property at any time forming a part of the trust estate, guarantee payment of any loan to the Creator and to pledge or hypothecate all or any part of the trust estate as collateral for such guarantee.

8. TRUSTEE.

If Frank W. Bastian fails, refuses, or otherwise ceases to serve as Trustee of the Trust created under this Agreement, then Dallas Fox shall serve as Successor Trustee of this Trust. If Dallas Fox is unable or unwilling to serve as Trustee, he may name a Successor Trustee.

9. DISPOSITIVE PROVISIONS.

The interest of the beneficiary is created for his personal enjoyment, protection and welfare and shall not be susceptible to assignment, anticipation, hypothecation or seizure by legal process.

10. GOVERNING LAW.

The validity, effect and interpretation of this instrument and the administration of the Trust created under this Agreement shall be determined by the laws of the State of Illinois.

IN WITNESS WHEREOF, Thomas A. Pagano, the Creator, and Frank W. Bastian, the Trustee, have hereunto set their respective hands and seals this 8 day of December, 2014.

Thomas A. Pagano
Thomas A. Pagano, Creator

STATE OF ILLINOIS)
) ss
COOK COUNTY)

Personally came before me this 8 day of December, 2014, the above named Thomas A. Pagano to me known to be the person who executed the foregoing instrument and acknowledged the same.

Margaret M Sheppard
Notary Public, State of Illinois
My Commission: 8/30/2016

