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COOK COUNTY RECORDER

IRREVOCABLE TRUST AGREEMENT

The Davidson Family Trust ("Trust") is established pursuant to this Trust Agreement (the "Agreement") made as of the First Day of November, 1990, by and between Donald R. Davidson Sr. as Trust Organizer ("Organizer"); and Donald R. Davidson Jr., Dawn L. Davidson, Donald R. Davidson Sr. as guardian for Organizer's minor children, Ingrid E. Davidson age 2, and Daniel R. Davidson age 7 months; collectively, Donald R. Davidson Jr., Dawn L. Davidson, Ingrid E. Davidson and Daniel R. Davidson (the "Beneficiaries"), set forth their entire and complete agreement to establish the Trust pursuant to the this Agreement as follows:

WHEREAS, Organizer is the owner of certain assets including Common Stock, Partnership Interests and real property; and

WHEREAS, Organizer desires to transfer certain or all of his assets to the Trust pursuant to this Agreement; and

WHEREAS, Each of the Beneficiaries are related to Organizer by birth or otherwise; and

WHEREAS, The Beneficiaries desire to establish the Trust and the Trust desires to receive the assets transferred by the Organizer of the Trust;

THEREFORE BE IT RESOLVED THAT:

1. Davidson Family Trust

The Davidson Family Trust is established pursuant to this Trust Agreement and is irrevocable by Organizer, for the benefit of the Beneficiaries as herein described, as of the date first above written. The sum of all assets owned or controlled by the Trust whether by assignment, inheritance, investment income, dividends, partnership distributions or purchase shall collectively be identified as the Trust Estate ("Trust Estate").

2. Trustee

a. The Beneficiaries hereto irrevocably appoint Organizer the sole trustee for the Trust. The Organizer shall serve as the sole trustee for a term beginning on the date hereof and ending on the earlier of Organizer's written

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resignation or the death of the Organizer.

b. Upon the resignation of Organizer or death of the Organizer, the Beneficiaries shall elect from among themselves by a two-thirds vote of the Beneficiaries of record on the date of the vote, a successor trustee who shall serve at the pleasure of the Beneficiaries for so long as this Agreement remains in effect with such duties and powers as are specifically set forth herein. The Organizer may appoint a successor trustee or Co-Trustee with such powers as the Organizer deems appropriate.

3. Agreement Term

The Agreement shall remain in full force and effect until the later of each Beneficiary reaching the age of twenty one (21) years or the termination of the Agreement as provided herein. Certain provisions of this Agreement shall survive the termination of this Agreement as set forth in paragraph 6 and paragraph 7 hereof.

4. Guardianship

a. The Organizer shall remain the guardian of each minor child who is a Beneficiary of the Trust until such time as the minor child reaches the age of twenty one (21) years or the Organizer appoints another guardian.

b. In the event of the death of the Organizer prior to the date each of Organizer's minor children reach the age of twenty-one years, the wife of Organizer, if married is hereby appointed guardian. In the event Organizer is not married at the time of Organizers death, or Organizer's wife is unable or unwilling to serve as guardian for the remaining minor children, then the Beneficiaries of majority age shall select the successor guardian by a two-thirds vote of the Beneficiaries of record in the Trust on the date of the vote.

5. Trustee, Duties and Powers

a. The Organizer in his capacity as Trustee of the Trust ("Trustee") shall have complete and absolute authority over all the affairs of the Trust, including but not limited to the purchase, acquisition or disposition of the Trust Estate, the financial affairs of the Trust, addition or removal of a Beneficiary, the disbursement of Trust Estate, annual revenue income or assets to any

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Beneficiary, and legal matters of all nature, including disputes arising out of interpretations of this Agreement.

b. The Trustee shall be deemed a fiduciary of the Trust Estate and shall make such decisions as the Trustee reasonably believes to be in the best interest of the Trust. The Trustee shall cause financial reports with respect to the affairs of the Trust to be made available to the Beneficiaries from time to time and to provide each Beneficiary reasonable access to the books and records of the Trust for inspection.

c. The Trustee may pledge or otherwise use the Trust Estate as collateral for the benefit of the Trust, the Organizer or it's Beneficiaries, or for what ever other purpose Trustee reasonably believes will ultimately be in the best interest of the Trust and/or the Beneficiaries.

d. Trustee shall be entitled to reimbursement for all expenses, grants or loans made or guaranteed by the Trustee in the capacity as Trustee or Organizer, to secure, expand or maintain the Trust Estate. Trustee shall be entitled to compensation for his duties as Trustee in an amount determined by the Trustee.

e. In the event the Organizer becomes incapacitated by illness or otherwise, during the term of his appointment as Trustee, Organizer hereby appoints Donald R. Davidson Jr. as Co-Trustee to serve either solely, or with any existing Co-Trustee until the Organizer is able to resume his duties as the Trustee, as the Organizer shall solely determine.

f. The Trustee may authorize the Trust to make loans to the Trustee, the Organizer or any Beneficiary of the Trust as the Trustee shall solely determine. Any such loan shall bear interest at the lowest rate permitted by law and be repayable upon such terms as the Trustee shall determine.

g. No annual income arising from earnings or investments from assets of the Trust Estate may be disbursed to any Beneficiary until a Beneficiary attains the age of thirty (30) years and then only in such amounts as the Trustee determines which amount shall be no greater than the receiving Beneficiaries share of the annual Trust Estate income, pursuant to the Beneficiary's interest in the Trust Estate on the date of any such disbursement. The Trustee or any successor Trustee may in Trustee's or successor Trustee's sole discretion, elect

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to make earlier disbursements to cover certain emergencies, education expenses or illness not covered by insurance.

h. The foregoing notwithstanding, upon the resignation or death of the Organizer, the powers of Trustee granted to any successor Trustee selected by the Beneficiaries as herein provided, shall be limited to those actions necessary to insure the maintenance and security of the Trust Estate for the exclusive benefit of the Beneficiaries hereto. No powers not specifically granted by this Agreement to a successor Trustee may be exercised by any such successor Trustee without first obtaining a one hundred percent (100%) vote of the beneficiaries of record.

6. Termination

a. The Agreement may be terminated by any successor Trustee or a majority vote of all Beneficiaries upon the later to occur of the death of the Organizer or the date on which the last Beneficiary reaches the age of twenty one (21) years. It is the intent of the Organizer, that this Trust is irrevocable in nature by the Organizer.

b. Upon the termination of the Agreement, the assets remaining in the Trust Estate shall be distributed to each Beneficiary pursuant to the Beneficiary's interest in the Trust on the date of termination provided however, that for any Beneficiary who has not attained the age of thirty (30) years, the Trustee shall deposit the Beneficiary's share of disbursement proceeds into an investment grade, insured investment account, under the control of the Trustee of record on the termination date of the Agreement with a maturity date coterminous with the thirtieth birthday of any such Beneficiary.

7. Beneficial Interest

a. Organizer may increase or decrease the number of Beneficiaries in the Trust and shall inform the Beneficiaries from time to time of their percentage interest in the Trust. Each child born to the Organizer shall as of the date of birth become a Beneficiary of the Trust with such interest and powers as the Organizer shall determine.

b. In the event the Organizer marries, the wife of the Organizer shall become a Beneficiary as of the date of marriage to the Organizer with such interest

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in the Trust and powers as the Organizer shall determine. Provided however, in the event that the Organizer's wife as a consequence of her employment, has a conflict of interest, her beneficiary interest in the Trust estate shall not become effective until the earlier of the death of the Organizer, or the termination of the conflict of interest. Organizer's wife shall have the sole determination with respect to the termination of any conflict of interest. She shall notify the Organizer upon the date any such conflict of interest ceases to exist. In the event Organizer's wife has children from a prior marriage, her child or children shall become a Beneficiary in the Trust with such interest and powers as the Organizer shall determine.

c. As of the date hereof, each Beneficiary named herein shall have an equal interest in the Trust, which interest shall remain until terminated or revised by Organizer. In the event Organizer is married at the time of Organizer's death, Organizer's wife shall remain a Beneficiary of the Trust and is hereby appointed Co-Trustee as of the date of marriage, subject to paragraph 7(b) hereof, until the earlier of the termination of the Trust Agreement or her death. Upon the death of the wife of the Organizer, Wife's interest shall be divided equally among the surviving Beneficiaries.

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d. The Beneficial Interest of any Beneficiary ("Primary Beneficiary") who dies prior to attaining the age of thirty, shall be maintained by the Trustee for the benefit of the deceased Primary Beneficiary's minor children ("Secondary Beneficiaries") who shall become Secondary Beneficiaries of the decedent's share of the Trust Estate. Any such minor children who become Secondary Beneficiaries of a Primary Beneficiary decedent, shall be governed by the terms of this Agreement as if such Secondary Beneficiaries were Primary Beneficiaries hereto.

e. The Primary Beneficial Interest of any Beneficiary who dies prior to attaining the age of thirty, and who leaves no minor children, shall be equally distributed to the Beneficiaries of record in the Trust, as of the date of death of the decedent Primary Beneficiary.

8. Amendments

a. The Organizer may amend this Agreement as the Organizer deems appropriate from time to time after reasonable notice to each of the Beneficiaries, whose comments shall be considered by Organizer but shall not

be binding upon Organizer with respect to any such amendments.

b. Upon termination of the Organizer's tenure as Trustee, successor Trustees may amend the Agreement by a two-thirds vote of the Beneficiaries of record, provided however, that no amendments by any successor Trustee may be made to Paragraphs 5 (h), 6 (b), or paragraph 7 hereof.

c. Any successor Trustee must provide a written copy of the proposed amendment to each Beneficiary not less than ten (10) days prior to the date on which a vote on the amendment is to be taken. Said notice must state the time and place for the meeting in which the amendment will be considered.

9. Disputes


Any disagreements arising pursuant to this Agreement shall be settled by Trustee in his or her sole discretion, and the settlement shall be binding upon each and every Beneficiary of the Trust.

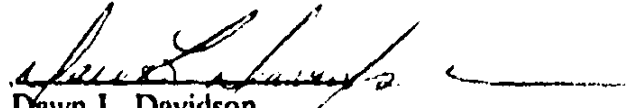
10. Governing Law


This agreement shall be construed according to the laws of the State of Illinois.


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This Agreement is executed by the Beneficiaries and Organizer as set forth below as of the First Day of November, 1990, who by their signatures in the space provided below evidence Beneficiary's and Organizer's acceptance of the terms and conditions of this Agreement.

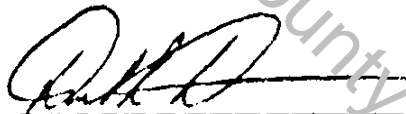

Donald R. Davidson Jr.


Dawn L. Davidson


Ingrid E. Davidson, Minor Child
By: Donald R. Davidson Sr., Guardian


Daniel R. Davidson, Minor Child
By: Donald R. Davidson Sr., Guardian

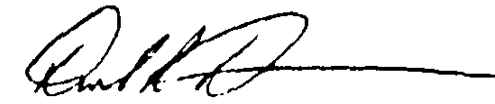
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By: Donald R. Davidson Sr., Organizer

APPOINTMENT OF TRUSTEE

The Beneficiaries of the Trust, pursuant to the Agreement hereby appoint Organizer as Trustee pursuant to the Agreement. The Organizer as evidenced by Organizer's signature in the space provided below acknowledges the terms and conditions of this Agreement and accepts the Trust's appointment as Trustee, pursuant to the terms hereof;

For The Davidson Family Trust;


By: Donald R. Davidson Sr., Trustee

ASSIGNMENT AGREEMENT

This Assignment Agreement, made as of the Eleventh Day of December, 1991, by and between Donald R. Davidson Sr. (the "Assignor"), and The Davidson Family Trust (the "Assignee"), pursuant to an Agreement of Trust dated as of November 1, 1990 (the "Trust Agreement"), herein after collectively known as (the "Parties") sets forth the complete and entire agreement between the Parties hereto as follows:

WHEREAS, Metro Financial Group Ltd. ("Metro") is a corporation incorporated in 1978 in the State of Illinois, and;

WHEREAS, One Hundred percent (100%) of the issued common stock of Metro is owned by Assignor, which common stock represents the only class of authorized and issued stock in Metro, and;

WHEREAS, Metro Financial Group Ltd. was dissolved by its sole shareholder as of December 11, 1991, and said stockholder wishes to transfer certain Metro Financial assets to the Trust Estate as of even date hereof, and;

WHEREAS, Assignor desires to transfer One Hundred Percent (100%) of the common stock of Metro Financial Subsidiary Corporations, Metro Equities and Metro Mortgage to Assignee, and;

WHEREAS, Assignee, desires to accept the assignment of One Hundred Percent (100%), of Assignor's common stock in Metro Equities and Metro Mortgage;

NOW THEREFORE BE IT RESOLVED THAT;

In consideration of ten dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, Assignor, as evidenced by Assignor's signature in the space provided below, agrees to transfer all shares of outstanding common stock in Metro Equities and Metro Mortgage to Assignee, pursuant to the Trust Agreement, as of the date first above written.

Metro Financial Group Ltd.

Assignor

By:  Date 12/11/91
President

By:  Date 12/11/91
Donald R. Davidson Sr.

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Metro Equities Corporation

By: [Signature] Date 12/11/91
President

Metro Mortgage Corporation

By: [Signature] Date 12/11/91
President

Acceptance by Assignee:

By: [Signature] Date 12/11/91
Trustee

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Special Meeting
Board of Directors
Metro Financial Group Ltd.

A special meeting of the Board of Directors of Metro Financial Group Ltd. was held on December 10, 1991 and attended by Donald R. Davidson Sr., the sole Stockholder and Director of Metro Financial Group Ltd.

Upon a motion made by Director Davidson and seconded by Director Davidson, Metro Financial Group Ltd. was dissolved effective December 11, 1991.

There being no further business, the meeting was adjourned.

Metro Financial Group Ltd.

By:  Date 12/11/91
Sole Director and Stockholder

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Metro Equities Corporation
220 South State, Suite 1202
Chicago, IL 60604
Attn: Don Davidson