

**TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS
OF GY INDUSTRIES, LLC**

THIS TRUST AND AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS, is made and entered into this 2ND day of ~~July~~ ^{AUGUST 2016}, 2016, by and between GY Industries, LLC, a Delaware limited liability corporation, located at 358 Armory Dr., South Holland, IL 60473 (hereinafter referred to as “GY”), and John C. Wheeler, of DEVELOPMENT SPECIALISTS, INC., located at 70 West Madison Street, Suite 2300, Chicago, Illinois 60602-4250 (hereinafter referred to as the “Trustee-Assignee”).

WITNESSETH:

WHEREAS, GY is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference of priority, except such priority as is established and permitted by applicable law;

NOW, THEREFORE, in consideration of GY’s existing indebtedness to its creditors, the express undertakings of the Trustee-Assignee and the mutual covenants contained herein, it is hereby AGREED:

1. **Creation and Object of Trust.** The name of this Trust shall be the “GY Industries Trust Agreement” and its object shall be the orderly liquidation of the assets and property of GY, and the distribution of the proceeds therefrom to creditors of GY, in accordance with applicable law. GY hereby nominates and appoints John C. Wheeler as Trustee-Assignee to carry out the purpose of this Trust in accordance with its terms and conditions. The Trustee-

Assignee shall have the powers and duties hereinafter set forth, and shall receive reasonable compensation for his services and reimbursement of his expenses, including, but not limited to reimbursement of his attorneys' fees and costs. The Trustee-Assignee may serve without bond. In the event of death, inability or refusal to act, or the resignation of John C. Wheeler, as Trustee-Assignee, then, in any such event Steven L. Victor also of Development Specialists, Inc., is hereby appointed as Successor Trustee-Assignee with all the duties, rights, and powers herein imposed upon and granted to John C. Wheeler, as original Trustee-Assignee.

2. **Transfer of Assets.** GY does hereby grant, convey, assign, transfer and set over to the Trustee-Assignee, and his Successor Trustee-Assignee, all property and assets of GY, whatsoever and wheresoever situated, which are now, or ever have been, used in connection with the operation of GY's business. The property and assets transferred shall include, without limitation, if any such assets exists, all real and personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, general intangibles, patents, insurance premium and/or policy refunds, trade names, trademarks, franchises, service marks, and causes of action. Title to the property and assets of GY shall immediately vest in the Trustee-Assignee for the use and purpose hereinafter set forth.

3. **Powers and Duties of Trustee-Assignee.** The Trustee-Assignee shall have, inter alia, the following powers, rights and duties:

- (a) To collect any and all accounts receivable owing to GY.
- (b) To sell, or otherwise dispose of, if such exists, all real property of

GY in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute any and all documents necessary to effectuate a sale of said real property and to convey title to same.

(c) To sell, or otherwise dispose of, if such exists, all tangible and intangible personal property of GY, including, but not limited to, all of its machinery, equipment, inventory, service marks, trade names, trademarks, patents, franchises, causes of action and general intangibles, at private or public sale upon such notice and upon such terms as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to employ an auctioneer to conduct such a sale and to advertise such sale in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute bills of sale and any other documents necessary to convey title to GY's personal property. The Trustee-Assignee shall have the power to enter into an agreement with any party to participate in a liquidation sale with the Trustee-Assignee hereunder for the benefit of creditors sharing in the profits from such sale.

(d) To employ attorneys, accountants, and such additional personnel to whatever extent may be necessary to handle the administrative details of this Trust.

(e) To require all creditors of GY to whom a balance is now owing to submit verified statements of their accounts.

(f) To settle any and all claims against or in favor of GY, with full power to compromise, or in the discretion of the Trustee-Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing against or in favor of GY.

(g) To pay the creditors of GY out of the monies which

shall come into his hands as Trustee, according to the following priorities:

- (1) First, all costs for the preservation of the Trust assets, including the maintenance and insurance thereon, the expenses of operation, and such other administrative expenses as shall be reasonably be incurred;
- (2) Second, all costs and expenses incidental to the administration of the Trust, including the remuneration of the Trustee-Assignee and the payment of reasonable compensation for the services of attorneys for the Trustee-Assignee. These costs and expenses shall include those incidental to the preparation and execution of this Trust Agreement. The Trustee-Assignee shall also have the right to pay an accountant reasonable compensation for services performed in connection with the administration of this Trust and the attorneys for GY for such services as shall be rendered in aid of the administration of this Trust and its property;
- (3) Third, to the extent that such debts are entitled to priority payments under applicable law, all debts owing to the United States of America as of the date of this Trust Agreement, including, but not limited to, federal withholding tax, federal unemployment tax and other federal income, excise, property and employment taxes;
- (4) Fourth, to the extent that such debts are entitled to priority payment under applicable law, all debts owing to the state as of the date of this Trust Agreement, including, but not limited to, state employment, property and income taxes;
- (5) Fifth, all other debts owing as of the date of this Trust Agreement that are entitled to priority treatment and payment under applicable law;
- (6) Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Trustee-Assignee shall make interim distributions whenever the Trustee-Assignee accumulates sufficient funds to enable him to make a reasonable distribution. No distribution shall be in an amount less than \$100,000, except the final distribution; and

The surplus, if any, of the Trust's funds, when all debts of the Trust shall have been paid in full, shall be paid and transferred to GY by the Trustee-Assignee. Provided, however, that to the extent applicable law requires payment of certain claims or class of

claims in a priority other than as set forth above, such claims shall be paid in accordance with applicable law, and not in the priority set forth above.

(h) To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition, including, but not limited to, abandonment, of the assets and property of GY and the distribution of the proceeds derived therefrom to the creditors of GY.

4. **Employment of Counsel of Trustee-Assignee.** It is hereby agreed by the parties that the Assignee may employ an attorney for the Trustee-Assignee, should it become necessary, to act as attorney for the Trustee-Assignee, and render such legal services as the Trustee-Assignee requires during the existence of this Trust. Additional special counsel may be retained by the Trustee-Assignee should he deem the same necessary to prosecute or defend any legal or equitable action or to perform such other duties as may be required in the circumstances.

5. **Rights of Creditors.** All rights and remedies of the creditors against any surety or sureties for GY are hereby expressly reserved and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against GY, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or other security which they now hold on any property, creditors or effects of GY.

6. **Administration of Trust.** This Trust shall be administered out of court. The Trustee-Assignee shall, however, have the right to ask any court of competent jurisdiction

for a declaratory judgment or such other relief as the Trustee-Assignee may deem necessary, if, in his opinion, said action is desirable in connection with any dispute or claim arising hereunder.

7. Liability of Trustee-Assignee. It is understood and agreed that the Trustee-Assignee is to assume no personal liability or responsibility for any of his acts as Trustee-Assignee herein, but his obligation shall be limited to the performance of the terms and conditions of the Trust Agreement, in good faith and in the exercise of his best judgment.

8. Warranties of GY. GY hereby warrants as follows:

(a) The list of creditors delivered concurrently herewith to the Trustee-Assignee is complete and correct as reflected by the books and records of GY, or through its officers and directors, as to names of said creditors, their addresses and the amounts due them.

(b) GY, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist the Trustee-Assignee in the orderly liquidation of GY's assets and the collection of monies owing to GY, and in the distribution of said monies and the proceeds of asset sales to GY's creditors; provided, however, the officers and directors of GY shall only provide such assistance to the Trustee-Assignee to the extent, and on the condition that, they are reasonably compensated for such services.

9. Acceptance by Trustee-Assignee. The Trustee-Assignee does hereby accept the Trust herein created and agrees to faithfully perform the same according to the best of the Trustee-Assignee's skill, knowledge and ability. It is understood that the Trustee-Assignee shall receive reasonable compensation for his services rendered in connection with this Trust.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

GY INDUSTRIES, LLC.

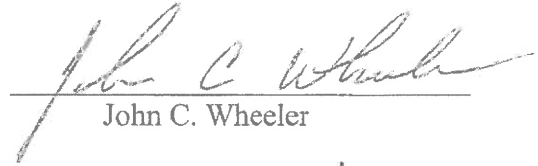
By:



Its: Managing Member

ACCEPTANCE

I, John C. Wheeler, do hereby accept the Trust set forth above, not individually,
but as Trustee-Assignee, subject to the conditions set forth above.


John C. Wheeler

At Chicago, Illinois, this 2nd day of August 2016.

Subscribed and Sworn to
before me this 2nd day
August
of 2016.


NOTARY PUBLIC

This instrument prepared by:

